



**PROPOSAL AND AGREEMENT (Material Supplies Only)**

**DATE:** 3/24/2026

**Proposed By:** LeAnn Black (15106)

**ATTN:** Merwin Juarez

**PROJECT:** War Memorial Die's and Bases

**COMPANY:** City of Rialto Public Works Department  
246 S. Willow Ave  
Rialto, CA 92376

**LOCATION:** Rialto, CA  
**JOB NUMBER:** 1034262  
**PHONE:** 909-421-4979  
**EMAIL:** mejuarez@rialto.ca.gov

Unless revoked earlier in accordance with the attached Terms & Conditions, this quote expires after 30 days. COLD SPRING GRANITE COMPANY d.b.a. Coldspring (Hereinafter "Seller") of Cold Spring, MN, proposes to furnish materials as described below. The following bid documents, drawings & specifications will be referred to as Agreement Documents and shall apply and be a part of this agreement:

Coldspring is to supply Academy Black - Polish granite bases, dies and benches as per Merwin Juarez email dated 3/18/2026 @ 2:06 PM with Photos and Monolith Language. Pdf.

Granite: Dies, Bases, Benches and Supports .....	\$ 66,420.00
See attached Exhibit C for Breakouts	
Stainless Steel Letters .....	\$ 58,470.00
Commission for Frank L. Ricker, Inc .....	\$ 10,000.00

1. Exhibit A – Bid Clarifications dated 24 March, 2026
2. Exhibit C – Quantities dated 24 March, 2026
3. Coldspring Terms & Conditions

Please sign and return via email to allow coldspring to proceed with shop drawings and fabrication.

<b>Check all that Apply:</b>	<input checked="" type="checkbox"/> Coldspring Standard Anchors	<input checked="" type="checkbox"/> Anchor Hole Provisions	<input type="checkbox"/> Engineering	<input checked="" type="checkbox"/> Carving/Lettering
<input checked="" type="checkbox"/> Shop Drawings: <u>3-4</u> weeks	<input checked="" type="checkbox"/> Shop Tickets: <u>1-2</u> weeks	<input type="checkbox"/> Partial	<input checked="" type="checkbox"/> Complete Submission	
<input type="checkbox"/> StoneLite® panel attachment system	<input type="checkbox"/> Release to production upon acceptance of signed contract			

**Material:** \$ 132,449.00      **Freight:** \$ 2,441.00      **Contract Price:** \$ 134,890.00      USD\*

\*Contract Price DOES NOT include any applicable taxes. CURRENT TAXES WILL BE ADDED AT THE TIME OF THE INVOICING UNLESS AN APPROVED EXEMPT TAX CERTIFICATE HAS BEEN RECEIVED PRIOR TO INVOICING.

**PAYMENT TERMS:** Paid as fabricated, net 30 days, no retainer  
(subject to credit approval)

**DELIVERY:** be delivered to: Rialto, CA (Unloading responsibility of others.)  
City, State, ZIP (NOTE: Change of Delivery address may affect applicable tax rate)

Start Delivery 24-26 weeks after receipt of approved shop drawings or cutting lists with all necessary cutting information and returned signed Agreement. Balance of delivery per mutually agreed upon schedule.

**THIS PROPOSAL & AGREEMENT FOR MATERIAL INCORPORATES ALL OF THE TERMS & CONDITIONS PRINTED ON THIS DOCUMENT AND ANY OTHER ATTACHMENTS.**

Buyer hereby accepts Seller's offer to sell and agrees to perform in accordance with all terms and conditions. The document is not a binding agreement until accepted and signed by Coldspring Authorized Signer; however, Buyer, by acceptance of the first delivery of material will be deemed to have accepted all terms and conditions contained herein regardless of whether this document has been executed by Buyer. The recipient agrees and acknowledges that this AGREEMENT is proprietary and confidential and shall not be disseminated or disclosed to any third-parties without the express written consent of the Seller. This provision is binding upon receipt of this document and regardless as to whether it is signed by either party or whatever materials are delivered.

ACCEPTED BY BUYER:

**COLD SPRING GRANITE COMPANY dba COLDSPRING**

\_\_\_\_\_  
SIGNATURE: (Officer or Authorize Rep)      Date

\_\_\_\_\_  
ACCEPTED BY: Coldspring Authorized Signer      Date

## **Exhibit A - Bid Clarification**

Project: **War Memorial Die's and Bases**  
Location: **Rialto, CA**

- 1 All fabrication methods and tolerances will be in accordance with the current version of the NBGQA (National Building Granite Quarriers Association) Specification for Architectural Granite. All fabrication methods and tolerances will be in accordance with the current version of the NSI (Natural Stone Institute) Dimension Stone Design Manual – Chapter 22: Tolerances in the Dimension Stone Industry.
- 2 Design, engineering and certification of shop drawings and anchoring systems by registered professional engineer are excluded.
- 3 Un-itemized Costs: Seller shall be entitled to a cancellation fee of 15% of the contract amount, which the parties stipulate is a reasonable assessment of costs which will be incurred as a result of the execution of the contract, are uncertain, and cannot be easily proven, which may include but are not limited to: production capacity costs, sampling costs, administrative costs, design costs and/or material procurement costs. Any specifically itemized costs within any of these categories are not included in this Un-Itemized Costs fee, and shall be payable as provided below.

Itemized Costs: In addition to the 15% fee for the various Un-Itemized Costs, Seller shall additionally be entitled to compensation for any work done on the project prior to cancellation (including overhead and profit), as well as all actual, itemized costs incurred by Seller

- 4 Contract price includes Seller's costs for one original shop drawing and/or sandblast design drawing submission, plus one revision if requested by Buyer. Any additional revisions as requested by Buyer will be subject to further fees as determined by Seller.
- 5 An allowance for the supply of Coldspring standard type 302 and 304 stainless steel anchors and anchor provisions is included. Should Coldspring's standard anchors and provisions prove to be unsuitable for use in the project a credit for said allowance is available. If you are unfamiliar with Coldspring standards, please consult with your Coldspring Regional Sales Manager. Shearing, punching and bending of strap anchors will be performed by others. Backup materials, fasteners that tie the stone back to the structure, and miscellaneous support metals are excluded.
- 6 Job site meetings and/or reviews are excluded.
- 7 Travel and accommodation costs for mockup, quarry, or fabrication site inspections are not included.
- 8 Securing field dimensions is the responsibility of others.

**Exhibit A - Bid Clarification**Project: **War Memorial Die's and Bases**Location: **Rialto, CA**

- 9 Supply of shims, flashing, caulking, mortars, or other related appurtenances are excluded.
- 10 Supply and/or application of sealant, impregnator, anti-graffiti, or repellent products are excluded.
- 11 Carving Requirements: Customer to provide electronic files for all graphics and text. Files not provided at the time of contract may impact delivery schedule. Electronic files are to be supplied in the format of the software they were created in. Example, but not complete list, .ai – Illustrator, .dwg - AutoCAD. Font files to install are to be sent to avoid font substitution. All concept renderings and architectural drawings are to be included, these can be in pdf form. Electronic files need to be full-size. Graphics and/or text need to be located in the stone size/shape, inclusive of joint between stones if applicable. Spelling and punctuation review to be completed by purchaser prior to sending files to Coldspring. Purchaser will be responsible for spelling and punctuation errors if provided to Coldspring. Electronic files need to be approved and final prior to sending to Coldspring. Coldspring will prepare carving details directly from final electronic files and will submit to purchaser for approval and signature. This approval submittal will be for general layout and lettering treatment only. If any of the carving requirements noted herein are not met, it may result in additional costs and delivery delays.
- 12 All carving is priced as sandblast incised with standard accenting.
- 13 Ship date will be a minimum of 4-5 weeks from the receipt of approved carving details along with pertinent cutting information.
- 14 Holes for stainless steel for mounting are included.
- 15 Supply and/or installation of stainless steel Soldiers, Bridge, Flag, Service Emblems and Letters to be supplied and installed by Coldspring.
- 16 Standard Coldspring thicknesses of 3-7/8" + 1/8" - 1/16" (98 mm), and 9-15/16" ± 1/8" (252 mm) will be supplied.
- 17 Tax is excluded.
- 18 No Engineering
- 19 No Installation



**Exhibit A - Bid Clarification**

Project: **War Memorial Die's and Bases**

Location: **Rialito, CA**

- 20** No Fountains
- 21** Price includes freight to Rialito, CA. Unloading will be the responsibility and expense of others.
- 22** Stainless Qualifications
- 23** No Border
- 24** Smooth Brushed Face -PTD Return
- 25** Unspecified color
- 26** Per Art File supplied
- 27** Finish Satin
- 28** Blind: Standard Studs

**Exhibit C - Quantities & Pricing**

**Project: War Memorial Die's and Bases**  
**Location: Riallto, CA**

<u>Item</u>	<u>Description</u>	<u>Granite</u>	<u>Finish</u>	<u>Thickness</u>	<u>Pieces</u>	<u>Sq Ft</u>	<u>Amount</u>	
1	Monument Die	ACADEMY BLACK®	POLISHED	9 15/16"	3	117	\$ 34,750.00	1
2	Monument Base	ACADEMY BLACK®	POLISHED	9 15/16"	3	40	\$ 11,070.00	2
3	Radial Benches	ACADEMY BLACK®	POLISHED	3 7/8"	4	56	\$ 6,620.00	3
4	Bench Supports	ACADEMY BLACK®	POLISHED	3 7/8"	12	16	\$ 2,370.00	4
5	Rear Monument Die	ACADEMY BLACK®	POLISHED	9 15/16"	1	25	\$ 8,090.00	5
6	Monument Rear Base	ACADEMY BLACK®	POLISHED	9 15/16"	1	13	\$ 3,520.00	6
7	Stainless Steel				-	-	\$ 58,470.00	7
8	Commission				-	-	\$ 10,000.00	8

<u>24</u>	<u>267</u>	<u>\$ 134,890.00</u>
		TAXES***

\*Above pricing is based on the full scope of work. If quantities change, revised pricing will be provided. Pricing is valid for 30 days.

\*\* The piece counts and square foot values noted are for reference only. They are based on Coldspring's internal estimate surveys which include calculated rough stock overages utilized in the fabrication processes and will not reflect finished, in place coverages.

\*\*\* Contract Price DOES NOT include any applicable taxes. CURRENT TAXES WILL BE ADDED AT THE TIME OF INVOICING UNLESS AN APPROVED EXEMPT TAX CERTIFICATE HAS BEEN RECEIVED PRIOR TO INVOICING.

## CSGC, d.b.a. Coldspring - TERMS AND CONDITIONS

**1. WARRANTY.** Subject to natural differences in color and other characteristics common in stone, Seller promises to Buyer that the material sold follows the description of material in the Agreement, is free of defects, and meets the version of the National Building Granite Quarries Association, Inc. specification in place as of the date of the contract.

**1.1 WARRANTY REMEDY AND LIMITATION OF WARRANTY REMEDY.** The only remedy for breach of these promises shall be, at the Seller's discretion, correction of the materials, replacement of the materials, refund of the amount by which the value of the materials is reduced by defect, or any combination of these alternatives. The remedies stated in this paragraph are sole and exclusive remedies.

**1.2 TIME LIMITATION.** To make a warranty claim, Buyer must give Seller written notice of the breach within 30 days of discovering the breach. No warranty claim can be made more than 1 year after Seller delivers goods to Buyer.

**1.3 SEPARATE STONELITE WARRANTY.** StoneLite® products are excluded from this Section 1 and are subject to the terms of the StoneLite® Warranty, attached if applicable.

**2 DISCLAIMER OF IMPLIED WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO IMPLIED WARRANTY OF FITNESS FOR BUYER'S PARTICULAR PURPOSE; THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR BUYER'S PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.**

3. Buyer shall **NOT** in any event be entitled to recover consequential damages.

**4. CONDITIONS BEYOND CONTROL OF SELLER.** Seller will not be liable for any delay or failure to make delivery occasioned in whole or part by the owner, architect, general contractor, Buyer or any of Buyer's subcontractors or materialmen or by any cause beyond Seller's control, including, without limitation, failure of Buyer to return approved shop drawings to Seller on schedule, strikes, lockouts, fire, embargoes, war, terrorists attacks or other outbreaks or hostilities, inability of Seller to obtain shipping space, governmental acts and regulations, accidents, acts of God, influenza or other sickness outbreaks, or other conditions beyond Seller's control. In the event of any delay not excused as provided herein, Seller's liability shall be limited as provided for in paragraphs 1.1 and 3.

**5. BUYER'S OBLIGATION TO INSPECT UPON DELIVERY.** Buyer will inspect material before material is unloaded from the freight hauler, and will note in writing all visible damage on the freight receipt before the material is removed from freight hauler. Except as to damage which is concealed at the time of inspection, material unloaded without such written record of damage shall be deemed delivered in good condition. Concealed damage must be noted by Buyer in writing, with proper documentation, and must be reported by Buyer to Seller within ten days of delivery.

**6. FREIGHT:** Freight rates have been established based upon current fuel prices/surcharges. Seller reserves the right to review fuel prices/surcharges in the event the project is delayed through no fault of Seller. Changes will be communicated via Change Authorization and fully executed prior to shipment.

**7. BUYER'S OBLIGATION TO INDEMNIFY SELLER:** In claims by any third party in any action or proceeding wherein it is determined that Seller is at fault, this paragraph does not require indemnity by the Buyer. However, in any other action or proceeding by a third party in which a third party makes a claim against Seller and it is determined that Seller is not at fault, then and in that event, Buyer shall indemnify the Seller and hold the Seller harmless from any and all such claims. In any action by a third party wherein fault is apportioned between Buyer and Seller, each party shall be responsible only for the portion of the fault attributed to it. This agreement is not for the benefit of any third party.

**8. BACK CHARGES:** Buyer agrees that Buyer will NOT have the right of offset against the Agreement price or the right to back charge the Agreement unless an officer of the Seller has agreed to such charges in writing.

**9. LIEN WAIVERS:** Seller will furnish interim partial lien waivers for payments received. Seller agrees to furnish a final release of lien upon receipt of final payment. Buyer acknowledges that Seller is required by law to file pre-lien notices in certain states.

**10. MATERIAL ONLY:** Notwithstanding anything to the contrary in the Agreement Documents, Seller will provide only materials ready to set and will not provide shelf angles, caulking, testing, engineering, support steel, mockups or setting. ensuring the accuracy of field measurements for the materials sold hereunder nor for any loss or damage arising as a result of inaccurate field measurements or discrepancies between information supplied by Buyer

**11. FIELD MEASUREMENTS:** Seller is NOT responsible for making, verifying, or and actual field dimensions.

**12. ENGINEERING & DESIGN:** Engineer's calculations (sealed or unsealed) or engineer's seal on shop drawings are specifically excluded. Seller is NOT responsible for any engineering or design with regard to the work on this project. Shop drawings, if provided by Seller, will show stone anchoring methods and/or design concepts which must be approved by Buyer's engineer within the context of the Buyer's overall engineering and design requirements of the project.

**13. PAYMENT, PERFORMANCE, OR SUPPLY BONDS:** No bonds are included in Agreement Price.

**14. PUBLIC PROJECTS:** Upon request, Buyer will supply Seller with a copy of Buyer's Labor and Material Payment Bond prior to initial shipment of material on public projects.

**15. SUPERSEDING CLAUSE:** This document contains the terms and conditions upon which Seller offers this quotation for materials and/or services on the project referred to herein. Buyer hereby acknowledges that the terms and conditions contained in this document supersede all conflicting or otherwise inconsistent terms and conditions contained elsewhere.

**16. CHANGE ORDERS/REPLACEMENT PIECES:** Change orders and replacement pieces shall be priced separately from this Agreement and Seller will NOT begin work on any change orders or replacement pieces without the order and price being put in writing and the Buyer's written acknowledgement of the change order.

**17. INVOICES & PAYMENT:** Invoices for materials sold hereunder will be provided to Buyer monthly as material is fabricated. Payment is due 30 days from date of invoice unless other terms are specifically agreed to in writing. Payments are due within thirty (30) days of invoice date whether or NOT delivery of material has been made and whether or NOT Buyer has been paid by the owner or other contractor. Failure of Buyer to pay Seller in accordance with the payment terms of this Agreement is a breach and relieves Seller of the obligation to ship material to Buyer; after such breach by Buyer, Seller may require full payment in advance for future delivery of materials to Buyer. It is agreed the Buyer will pay Seller's reasonable attorney's fees in any action for the collection of amounts due.

**18. CANCELLATION CHARGE:** Unless otherwise provided for in Exhibit A, in which case those terms shall control, Orders cancelled by Buyer will be subject to the following cancellation fees: Seller shall be entitled to compensation for any work done on the project prior to cancellation (including overhead and profit), restocking costs, as well as any other actual costs incurred by Seller.

**19. ASSIGNMENT:** This agreement may NOT be assigned by Buyer without the written consent of Seller.

**20. SEVERABILITY:** If any provision of this agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this agreement, and the remaining portions of this agreement shall be carried out with the same force as if the severed portions had NOT been part of this agreement.

**21. APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Minnesota.

**22. FORUM SELECTION:** Both parties agree to bring suit only in the Minnesota state court located in the County of Stearns, State of Minnesota. BOTH PARTIES CONSENT TO THE JURISDICTION OF THE MINNESOTA STATE DISTRICT COURT, STEARNS COUNTY, FOR ADJUDICATION OF DISPUTES ARISING OUT OF THIS AGREEMENT. Violation of this covenant will bar recovery by BUYER in any other court.

**23. CREDIT AVAILABILITY:** Should credit availability be granted by Seller, all decisions with respect to the extension or continuation of credit shall be the sole discretion of Seller. Seller may terminate any credit availability within its sole discretion.

**24. EO Clause:** When applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart a of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.