



Quote No:	23049PMR2
Date:	08/04/25
Quote Expires:	60 Days
Sales Contact:	Patrick Merrick
Phone:	951-547-8209
Email:	pmerrick@tolarmfg.com

Customer:	Project:
Greg Guzman Fleet Maintenance Manager City of Commerce 5555 Jillson Way Commerce, CA 90040	MBTA/CALACT Procurement 21-01 - 10/24 Pricing

Lead Time:	24 Weeks From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:
1	25	12' Empire Transit Shelter (42048-XX) featuring Signature series extrusion, angled flat roof, aluminum roof panels secured with gasketed pressure ribs, logo disc with city logo decals (4), framed perforated aluminum at the rear and half-end walls, 4.5" multi-channel support posts, adjustable leveling shoes, spun escutcheon shoe covers, Tolar USC RMS80F UL listed dusk to dawn solar powered LED illumination under the shelter roof, mounting hardware (3390010 15902-XXX)8' Mesa Bench with no back and three seat delineators (17947-121), 32 Gallon rectangular trash receptacle with hinged door and hard rubber liner, radius top (16370-121), durable baked powder coat finish color selected from the Tolar RAL color options, stainless steel anchors and all installation hardware (Base \$ 14,557.00, add logo disc and decals (unpriced option) \$ 300, substitute Mesa bench in place of perforated metal bench (unpriced option) \$ 100 Substitute 32 gallon square receptacle in place of 20 gallon pole mount (unpriced option) \$ 1,695.00-DRAWING APPROVAL REQUIRED PRIOR TO THE START OF FABRICATION	\$ 16,652.00	\$ 416,300.00
2	25	Rear wall map case, acrylic face (10076-XX) , powder coat finish	\$ 598.00	\$ 14,950.00

QUOTE APPROVED FOR PURCHASE:	
Signature:	
Print Name:	
Date:	
PO No:	

Sub-Total:	\$ 431,250.00
CalACT/MBTA Freight Zone	1
CalACT/MBTA FIRM Freight:	\$ 2,475.00
CalACT/MBTA Procurement Fee (2.5%)	\$ 10,781.25
CA State Sales Tax	10.50% \$ 45,281.25
Total:	\$ 489,787.50

Pricing Notes:

- If requested, structural engineering calculations from CA licensed engineer are provided at no additional cost.
- Products are shipped knock down & unassembled in bulk packaging for unloading and installation by others. Hardware boxed by unit. Installation instructions are provided.
- Freight cost is an ESTIMATE ONLY. Freight is invoiced at actual cost, without mark up, at time of shipment, unless specified above.
- Client provides unloading at destination, including forklift and labor as necessary.
- Processing fee of 3% of total charge amount is additional and charged on all credit card payments.

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- Vendor Status: Tolar Manufacturing Company, Inc. is a vendor supplier of manufactured products; is not a subcontractor or contractor; and is not subject to retainage or liquidated damages for any reason.
- Payment Terms: Payment terms for services rendered or products manufactured by us shall be determined by us based on our determination of the credit worthiness of buyer and may require a deposit at time of order. Products are invoiced as shipped.
- Late Payment Penalty: Buyer agrees to pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) on the unpaid balance with respect to any late payments. In addition, buyer will pay all our costs and expenses, including actual attorney's fees, incurred in connection with enforcing the Proposal and/or collecting any past due payments. In the event buyer fails to make any payment when due, we have the right of setoff, the right to terminate the Proposal and/or to suspend further deliveries to buyer and the right to recover damages in addition to any other remedies available to us as a matter of law. Buyer has no right to setoff.
- Cancellation: If an order is cancelled by buyer after receipt of order authorization, and cancellation fee of 10% of order value may be assessed to the buyer, in addition to an the cost of materials purchased for the order, which may be invoiced to the buyer at time of cancellation.
- Delivery, Title and Receipt: Unless otherwise provided in the proposal, all shelters are prefabricated and shipped knock-down and in bulk format (not packaged individually) for ease of handling and fast on-site installation. Neither buyer nor consignee shall have the right to direct or re-consign the goods to any other destination without our consent. All sales of products are F.O.B. our plant. Risk of loss of the products shall transfer to buyer upon delivery of the products to the common carrier.
- Delivery Charges: Unless otherwise provided in the Proposal, buyer shall bear all the costs of transportation, including without limitation loading, unloading, storage, and freight charge. All delivery quotes allow for an approximate 2-hour unload window for a full truck. If this window is exceeded, additional charges may apply. All price quotes given for delivery are based on estimates obtained at the time the quote was requested. Actual freight charges may vary.
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- Delayed Shipment: If buyer delays shipment, we may invoice for products when ready for shipment and, at our option, we may charge reasonable daily storage fees.
- International Freight: We require the services of freight forwarder for all international shipments. Buyer may select the freight forwarder, subject to our approval. All fees, taxes and additional charges, in addition to the actual freight costs, are the responsibility of buyer.
- Returns: Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work has commenced.
- Manufacturer's Warranty: Our manufacturer's warranty is set forth in a separate document.
- Limitation of Liability: WE ARE NOT LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL, INCLUDING LOST PROFITS, LOSS OR USE, LOSS OF REVENUE OR COST OF CAPITAL. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO OUR MISCONDUCT, BUYER AGREES THAT THE TOTAL DAMAGES THAT CAN BE AWARDED IN ANY CLAIM BY BUYER RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PAID BY BUYER TO US UNDER THE PROPOSAL. BUYER AGREES THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- Governing Law, Jurisdiction and Venue: The Proposal shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of California and the United States District Court for the Central District of California.
- Amendment: No amendments to these Terms and Conditions can be made unless submitted in writing to us and signed and accepted by our President or his designee.



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- Returns: Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work has commenced.
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- Limitation of Liability: WE ARE NOT LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL, INCLUDING LOST PROFITS, LOSS OR USE, LOSS OF REVENUE OR COST OF CAPITAL. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO OUR MISCONDUCT, BUYER AGREES THAT THE TOTAL DAMAGES THAT CAN BE AWARDED IN ANY CLAIM BY BUYER RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PAID BY BUYER TO US UNDER THE PROPOSAL. BUYER AGREES THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
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Date:	08/04/25
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Email:	pmerrick@tolarmfg.com

Customer:	Project:
Greg Guzman City of Commerce 5555 Jillson St Commerce, CA 90040	RTIS-MBTA/CALACT Contract 21-01 10/24 Pricing

Lead Time:	18 Weeks From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:
1	13	TOLAR PART 3910154: WAYSINE, LED SOLAR POLE SIGN, 2 LINE, 24 CHARACTER, 5 YEARS CELLULAR COMMUNICATIONS, VIRTUAL TRAINING, FOR SHELTER MOUNTING	\$ 8,228.00	\$ 106,964.00

QUOTE APPROVED FOR PURCHASE:	
Signature:	
Print Name:	
Date:	
PO No:	

Sub-Total:	\$ 106,964.00
CalACT/MBTA Freight Zone	1
INCLUDED- Freight:	
CalACT/MBTA Procurement Fee (2.5%)	\$ 2,674.10
CA State Sales Tax	10.50% \$ 11,231.22
Total:	\$ 120,869.32

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258 Mariah Circle
Corona, CA 92879
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