

17. Purchase Order to Tolar Manufacturing Company for Bus Shelters and Related Amenities (Specification No. 25-063) (General Fund)

Department(s):

Recommended Action: Authorize a Purchase Order to Tolar Manufacturing Company for bus shelters and related amenities, in a total amount not to exceed \$250,000.



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
May 20, 2025

TOPIC: Purchase of Bus Stop Furniture

AGENDA TITLE

Purchase Order to Tolar Manufacturing Company for Bus Shelters and Related Amenities (Specification No. 25-063) (General Fund)

RECOMMENDED ACTION

Authorize a Purchase Order to Tolar Manufacturing Company for bus shelters and related amenities, in a total amount not to exceed \$250,000.

GOVERNMENT CODE §84308 APPLIES: Yes

DISCUSSION

There are a total of 647 bus stops in the City. Of these, 33 are unimproved (no amenities), 475 are improved with a bench and trash bin, and 172 are fully improved with a bus shelter and related amenities that include a bench and trash bin. Staff identified a number of shelters with amenities that have reached the end of their useful life and with damages beyond repair and need to be replaced. Many benches have already been removed as they were found to be unsafe and unrepairable. With the City having the highest volume of ridership counts in the County of Orange, it is important that the bus stop furniture is replaced and maintained to accommodate the needs of the community.

The recommended purchase order (Exhibit 1) will procure new Santa Ana standard bus shelters and amenities to replace existing deteriorated ones, commonly known as the old green shelters. The new Santa Ana standard bus shelters have been in use since 2019 as a result of a grant funded project and feature a black finish, solar powered LED lights, and Santa Ana logos and lettering. Staff recommends replacement of 13 existing bus stop shelters and related benches and trash bins based on results from routine inspection and passenger boarding data (Exhibit 2).

Santa Ana City Ordinance No. NS-3041 authorizes the City to make non-bid purchases of services, supplies, materials, and equipment whenever there is only one reasonably available source (Exhibit 3). Tolar Manufacturing Company was the manufacturer and supplier of the bus shelter and amenities procured as part of the grant funded project in 2019. The grant funded project allowed the City to procure a more modern and durable

bus shelter furnishings that were more easily maintained, did not require power, and were aesthetically pleasing to both passengers and the community at large. In order to ensure the City retains a consistent, high quality public realm theme, it is important that future bus shelter furniture conform to the new established standard. Staff researched available procurement options and product offerings in the market and determined that the bus shelters and related amenities offered by Tolar Manufacturing Company are the only ones that meet the Public Works Agency specifications (Exhibit 4).

ENVIRONMENTAL IMPACT

There is no environmental impact associated with the action.

FISCAL IMPACT

Funds for this purchase are budgeted and available in the following General Fund account:

Fiscal Year	Accounting Unit- Account #	Fund Description	Accounting Unit, Account Description	Amount
FY 24-25	01117017-62300	General Fund	PWA-Service Enhancement, Contract Services - Professional	\$250,000

EXHIBIT(S)

1. Quote
2. Locations
3. Sole Source Letter
4. Specifications

Submitted By: Nabil Saba, P.E., Executive Director – Public Works Agency

Approved By: Alvaro Nuñez, City Manager



Quote No:	23381PMR1
Date:	04/04/25
Quote Expires:	30 Days
Sales Contact:	Patrick Merrick
Phone:	951-547-8209
Email:	pmerrick@tolarmfg.com

Customer:	Project:
Marlene Alcaraz Right of Way Coordinator City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701	Transit Shelters- Advertising -Revised Design

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	13	12' Tolar Signature Sunset Transit Advertising Shelter (37884-00) featuring: Sunset series extrusion, radius roof, 1/8" aluminum roof panels secured with gasketed pressure ribs, perforated aluminum branding element with location plaque (street names by others), City logo disc with logo (2) on the upstream end, flat back to back media display kiosk downstream with two side hinged display doors containing 3/16" clear tempered glass, durable baked powder coat finish color RAL 9004 Signal Black, adjustable leveling shoes with spun escutcheon shoe covers, stainless steel anchors and all installation hardware-illumination quoted below-benches and trash receptacles quoted separately-WITH REVISIONS DISCUSSED WITH STAFF ON 4/2 DRAWING APPROVAL REQUIRED PRIOR TO START OF FABRICATION	\$ 8,985.00	\$ 116,805.00
2	13	Tolar USC RAD 170 featuring dusk to dawn solar powered LED illumination under the shelter roof, 8 hours of illumination in the media display kiosk (3390256), powder coat finish RAL 9004 Signal Black - SITE SURVEYS AND REVIEW OF LIGHTING PLOTS INCLUDED	\$ 5,635.00	\$ 73,255.00
3	19	6' Steel Strap Bench with back, city branding (Model 37824-111), two seat delineators, premium durable baked powder coat finish process with sandblast and pretreat process, zinc anchors with locking nuts (2)	\$ 1,360.00	\$ 25,840.00
4	4	32 Gallon steel strap trash receptacle with hard rubber liner, hinged and lockable door-lock by others, (Model 32915-111), premium, durable baked powder coat finish process with sandblast and pretreat process, zinc anchors with locking nuts (2)	\$ 1,360.00	\$ 5,440.00
5	57	decals for street plaques (1124586)	\$ 65.00	\$ 3,705.00

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

Sub-Total:	\$ 225,045.00
ESTIMATED Freight:	
FIRM Freight:	\$ -
2 @ \$900 TOLAR Delivery:	\$ 1,800.00
CA State Sales Tax	9.25% \$ 20,983.16
Total:	\$ 247,828.16

Pricing Notes:

1. Local/State sales and/or use taxes are not included and are the responsibility of the purchaser, unless specified above.
2. If requested, structural engineering calculations from a licensed engineer in the state of installation are additional cost of \$1,500.00 per design/model.



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- 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.

Standard Terms and Conditions

These Terms and Conditions are attached to and incorporated by reference into the Proposal for products or services ("Proposal") provided by Tolar Manufacturing Company, Inc. ("we", "our" or "us").

- Drawings and Specifications:** All drawings and specifications submitted to our clients or potential clients are proprietary in nature and remain our property. They may be viewed, printed and distributed, without alteration, as reference for sales or for the process of specifying products for use. Detailed shop and erection drawings are provided to allow for field installation or repair. Sealed and stamped engineering calculations and drawings from an engineer licensed in the state of installation, if required, can be made available for an additional charge. Customers that provide their own drawing packages will retain ownership and be covered under a separate agreement.
- 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.
- Delivery Dates:** Any delivery date(s) or period of delivery provided for in the Proposal is approximate and does not guarantee a particular date(s) or period of delivery. Estimated lead times are provided in the quote. Under no circumstances will we be liable for delay in delivery occasioned in whole or in part, by fire, flood, explosion, casualty, riot, strike, embargo, transportation delay, breakdown, accident, act of God or the public enemy, government authority, by our inability to secure materials, fuel, supply power or shipping space or any other circumstances beyond our reasonable control.
- 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.



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13. 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.

14. 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.

15. 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.

EXHIBIT 2

LOCATION OF PROPOSED BUS STOP IMPROVEMENTS

2024 Boardings	Council Ward	STREET of TRAVEL	BUS STOP LOCATION	Existing Shelter	Material Type	Ex. Bench	Ex. Trash	Ex. Ad Pannels	Ad Occupan	Proposed Improvement
235,109	1	NB HARBOR BLVD	FS MACARTHUR BLVD	Single	Old Green	1	2	1	50%	Replace existing deteriorated shelter with new
55,699	4/6	WB WARNER AVE	FS BRISTOL ST	Single	Old Green	1	1	1	67%	Replace existing deteriorated shelter with new
43,839	1	EB WARNER AVE	FS HARBOR BLVD	Single	Old Green	1	1	1	33%	Replace existing deteriorated shelter with new
41,288	6	WB EDINGER AVE	FS STANDARD AVE	Single	Old Green	1	1	1	76%	Replace existing deteriorated shelter with new
39,401	2/4/6	EB EDINGER AVE	FS BRISTOL ST	Single	Old Green	1	2	1	97%	Replace existing deteriorated shelter with new
36,448	3/5	WB WESTMINSTER AVE	FS FAIRVIEW ST	Single	Old Green	1	1	1	82%	Replace existing deteriorated shelter with new
32,360	3	EB 17TH ST	NS GRAND AVE	Single	Old Green	1	1	1	82%	Replace existing deteriorated shelter with new
30,851	4	NB BRISTOL ST	FS SEGERSTROM AVE	Single	Old Green	1	1	1	80%	Replace existing deteriorated shelter with new
22,803	4	NB BRISTOL ST	FS HEMLOCK WAY	Single	Old Green	1	1	1	76%	Replace existing deteriorated shelter with new
19,194	4	EB MACARTHUR BLVD	FS BRISTOL ST	Single	Old Green	1	1	1	76%	Replace existing deteriorated shelter with new
18,953	1/2/4	NB FAIRVIEW ST	NS EDINGER AVE	Single	Old Green	1	1	1	76%	Replace existing deteriorated shelter with new
14,823	2/6	EB 1ST ST	NS MAPLE ST	Single	Old Green	1	1	1	76%	Replace existing deteriorated shelter with new
11,464	1/4	NB FAIRVIEW ST	FS MACARTHUR BLVD	Single	Old Green	1	1	1	75%	Replace existing deteriorated shelter with new



April 7, 2025

Marlene Alcaraz
Right-Of-Way Coordinator
City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701

Project: City of Santa Ana Branded Shelters-Sole Source

Dear Jason:

The transit shelters (Tolar Models 35835-03/37884-00) and bench (37824-111) were designed and fabricated for the City of Carson in 2015/2016 by Tolar Manufacturing Company, Inc. They were fabricated based on designs that are our intellectual property and contain many custom metal and gasket extrusions that are unique to us. This includes our multi-channel horizontal extrusion and hidden hinge kiosk extrusion. The shelter also contains City of Santa Ana specific branding. The bench within the shelter and throughout the City contains Santa Ana specific branding.

In addition, the solar-powered illumination system was designed exclusively for the project in concert with the engineers at our vendor partner, Urban Solar Corporation. Based on the shelters described above, our outside professional engineer performed the stamped and steel structural calculations.

The project we recently quoted will be fabricated to the same specifications by our AWS welders and under the direction of our rigid quality control processes. This allows the City of Santa Ana staff or their assignee to deal with one kit of replacement parts, one type of solar power unit, and one method of repair.

Don't hesitate to contact me if you have any questions regarding this information.

Sincerely,

**Patrick
Merrick**

Patrick Merrick
Executive Vice-President

Digitally signed by
Patrick Merrick
Date: 2025.04.07
13:05:40 -07'00'

TOLAR MANUFACTURING COMPANY INC.

TRANSIT SHELTERS | STREET FURNITURE | DISPLAYS & DIRECTORIES | TRANSIT SOLAR LIGHTING
258 Mariah Circle, Corona, CA USA 92879-1751 | 800-339-6165 | 951-808-0081 | www.tolarmfg.com

