

Quote Number: 17975

March 6, 2019

Raymond Velasco, Senior Civil Engineer
City of Carson Public Works
701 East Carson Street
Carson, CA 90745

Project: Carson Branded Shelters

Dear Raymond:

As follow up to our correspondence, please review the quote outlined below for transit shelters and contact me with any questions or concerns.

<u>Qty:</u>	<u>Description:</u>	<u>Unit Price:</u>	<u>Ext. Price:</u>
4	10' 6" Signature Sunset Custom Radius Roof advertising bus shelter (26088-00) with powder coated aluminum roof panels, gasketed pressure ribs secure the roof panels, flat back-to-back advertising kiosk with two side hinged doors containing 3/16" Makrolon SL, 3 frame perforated aluminum rear wall with City of Carson over three rear panels, open end wall opposite ad kiosk perforated wall supported at the base by extruded glass rail, 8" diameter aluminum rear support posts designed for below grade mounting (piers by installer-template provided by Tolar), spun decorative escutcheon covers, PV powered LED illumination in the shelter roof from dusk to dawn and in the advertising display kiosk for eight hours after dusk (optional 6/2 split) with approximately 6 days autonomy designed into solar system engineering, batteries and controller stored in tamper resistant enclosure under the advertising kiosk, super durable baked powder coat finish color RAL 9006 White Aluminum with protective clear coat, all installation hardware	\$15,575.00	\$62,300.00
6	10' 6" Signature Sunset Custom Radius Roof non-advertising bus shelter (26089-00) with powder coated aluminum roof panels, gasketed pressure ribs secure the roof panels, 3 frame perforated aluminum rear wall with City of Carson over three rear panels, open end walls, perforated wall supported at the base by extruded glass rail, 8" diameter aluminum rear support posts designed for below grade mounting (piers by installer-template provided by Tolar), spun decorative escutcheon covers, PV powered LED illumination in the shelter roof from dusk to dawn with approximately 6 days autonomy designed into solar system engineering, batteries and controller in tamper resistant enclosure in roof beam that is powder coated to match the shelter, super durable baked powder coat finish color RAL 9006 White Aluminum with protective clear coat, all installation hardware	\$10,570.00	\$63,420.00
10	66" Euro style aluminum frame recycle slat bench with co-mingled grey plastic slats, adjustable leveling shoes, anti-vagrant bars, super durable baked powder coat finish color RAL 9006 White Aluminum with protective clear coat, stainless steel anchors	\$ 625.00	\$ 6,250.00
1	Delivery to Carson (TT)		\$ 650.00
		Total:	\$132,620.00

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**TOLAR MANUFACTURING COMPANY INC.
EXHIBIT NO. 5**

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



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PRICING NOTES:

- Los Angeles County sales tax is additional on product and delivery
- If required, stamped and sealed structural engineering calculations from a CA licensed engineer are included.
- Products are shipped in knock down and unassembled condition with all necessary hardware for installation, by others, using standard tools and equipment. Detailed shop drawings and installation instructions are provided.
- Unless noted above, quoted freight cost is an ESTIMATE ONLY. Freight is invoiced at actual cost, without mark up, at time of shipment. Client provides forklift and labor for unloading at destination as necessary.
- Standard terms are payment Net 30 days from receipt of invoice. Final terms and deposit to be determined based on credit history and bonding ability.
- Current lead-time for delivery for this project is estimated at 12 weeks from receipt of purchase order or signed agreement.
- This quote is valid for 120 days.

Thank you for this opportunity and for considering Tolar Manufacturing for your needs. Please contact me at pmerrick@tolarmfg.com or 951-547-8209 with any questions or requests for clarification.

Best,


Patrick Merrick
Executive Vice-President

Quote Approved/Accepted By:

Signature: _____

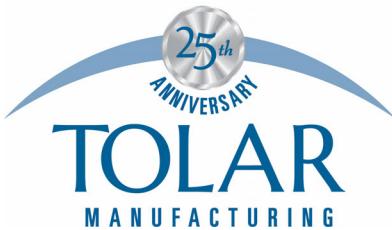
Print Name: _____

Date: _____

PO No. _____

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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").

- 1. 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.
- 2. 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. Invoicing will include any applicable sales tax. If buyer requests delayed shipment, we may invoice for products when ready for shipment and, at our option, we may charge reasonable daily storage fees. 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.
- 3. Delivery, Title and receipt.** Unless otherwise provided in the proposal, all shelters are prefabricated and shipped knock- down (K.D.) and in bulk format (not packaged individually) for ease of handling and fast on-site installation. In most cases, we ship via 52' air ride logistics vans. This process provides additional product protection as it is in transit to buyer. 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.
- 4. 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.
- 5. Delivery Dates:** We will use commercially reasonable efforts to deliver the services and products in accordance with a buyer proposed delivery schedule in order to accommodate buyer's request. 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. 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. We have the right to extend the delivery period a reasonable length of time after a delay. We have the right to apportion our materials and products among our customers in the manner we deem equitable. Buyer must accept delivery at the agreed price when the causes of the delay are remedied.
- 6. 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.
- 7. Returns; Cancellations:** Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work or materials have been ordered.
- 8. Manufacturer's Warranty:** Our manufacturer's warranty is set forth in a separate document.
- 9. 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.
- 10. 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.
- 11. 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