



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Jonathan Stanton, Associate Planner
(707) 259-8634 / Email: jstanton@nvta.ca.gov
SUBJECT: Purchase Order 25-P5116 with Tolar Manufacturing for Bus Shelters

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute Purchase Order 25-P5116 (Attachment 1) to acquire eight 9' Bus Shelters and two 13' bus shelters in an amount not to exceed \$106,000.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Each year, NVTA identifies Vine Transit stops or locations to improve or repair transit facilities at. Improvements and repairs support transit ridership and create a more comfortable and enjoyable experience for transit riders. Generally, these improvements and repairs take the form of replacement or new bus shelters. NVTA procures the bus shelters and coordinates with the appropriate locality to install them throughout Napa County.

This year, five bus shelters will be replaced and five new bus shelters will be installed at locations in the City of Napa, St. Helena, and American Canyon.

FISCAL IMPACT

Is there a fiscal impact?

Yes, the purchase of the bus shelters is expected to be \$106,000 Transportation Development Act funds will be used to pay for the shelters.

Expenditure Plan	
Shelters	\$95,676
Contingency	\$10,324
Total Project Costs	\$106,000
Financing Plan	
Transportation Development Act	\$106,000

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

NVT has identified locations where transit stop facilities need repairs or improvements and allocates funding for replacements. This year, NVT has identified 10 locations which require bus shelter repairs or a new shelter.

This year, shelter repairs and installations span three cities:

- 3 new shelters and 1 shelter replacement in the City of Napa
- 1 new shelter and 3 shelter replacements in the City of St. Helena
- 1 new shelter and 1 shelter replacement in the City of American Canyon

NVT utilizes an existing contract between CalACT and Tolar Manufacturing for procuring bus shelters, and many existing bus shelters at Vine Transit stops are Tolar-branded. The purchase and installation of these bus shelters would further improve Vine Transit facilities and provide more comfortable transit experiences for transit users.

ALTERNATIVES

The Board may decline to purchase 10 bus shelters at this time. This would delay the installation and replacement of aging bus shelters in the Vine Transit system.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community regardless of age, income, or ability.

Providing bus shelters at transit stops improves the accessibility of transit for all users. Bus shelters reduce exposure to the elements and provide seating for people of all ages and abilities.

Goal 6: Prioritize the Maintenance and Rehabilitation of the existing system. Bus shelters are exposed to the elements and subject to general deterioration over time, and replacing them ensures Vine Transit maintains facilities in a state of good repair.

ATTACHMENT(S)

(1) Purchase Order 25-P5116



Purchase

VENDOR

Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8638
www.nvta.ca.gov

TOLAR MANUFACTURING
258 MARIAH CIR
CORONA, CA 92879
POC: PATRICK MERRICK
951-547-8209
PMERRICK@TOLARMFG.COM

Purchase Order #: 25-P5116
Date: 10/29/2025
Vendor ID: 33000

Bill To:

Napa Valley Transportation Authority
ATTN: Accounts Payable
ap@nvta.ca.gov
625 Burnell Street
Napa, CA 94559-2912

Ship To:

Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559
Rebecca Schenck, Director of Transit | 707-251-8636
rschenck@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
SCHENCK	20 WEEKS	GROUND	DEST	COOMBS	NET 30	68-0471080

QTY	Item #	Units	Description			Unit Price	Total
08	39702-00	EA	9' SEIRRA DOME ROOF ADV SHELTER			\$7,386.00	\$59,088.00
02	13ALDPM-GL	EA	13 SIERRA DOME ROOF ADV SHELTER			\$8,543.00	\$17,086.00
03	10076	EA	MAP KIOSK W/ ACRYLIC FACE			\$598.00	\$5,980.00
			MBTA CALACT 20-01 10/24 AMENDMENT REVISED				
						SUBTOTAL	\$82,154.00
						TAX 8.75%	\$7,188.48
						FREIGHT	\$4,280.00
						PRO FEE	\$2,053.85
						TOTAL	\$95,676.33

NOTICE OF INCLUDED TERMS AND CONDITIONS

Invoices are to be submitted electronically to NVTA, ATTN: Accounts Payable, at ap@nvta.ca.gov.

See Standard General Terms and Conditions attached.

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa Valley Transportation Authority.

SIGNATURE AUTHORITY

DATE

DANIELLE SCHMITZ, Executive Director

DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION:

GENERAL TERMS AND CONDITIONS

1. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTa shall pay CONTRACTOR not to exceed the total amount shown on page 1 (\$_____).

(b) Expenses. No travel or other expenses will be reimbursed.

2. Method of Payment.

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NVTa of an itemized billing invoice which indicates CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or task completed. All claims are to be submitted to NVTa, Accounts Payable, 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvtac.ca.gov.

3. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. NVTa shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

4. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTa with certification of all such coverages upon request by NVTa's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial General Liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 4(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTa's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTa's Risk Manager, which shall be filed by CONTRACTOR with the Executive Director prior to commencement of performance of any of CONTRACTOR's duties.

5. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTa and the officers, agents, employees and volunteers of NVTa from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTa or

NVTa

its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law if requested by the NVTa. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold NVTa and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

6. **Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party by giving at least ten(10) days prior to the effective date.

7. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person (by e-mail) or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested.

8. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

9. **Interpretation; Venue.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court.

10. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

11. **Authority to Contract.** CONTRACTOR and NVTa each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

12. **Covenant of No Undisclosed Conflict.** The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. By executing this Agreement, the Executive Director hereby determines in writing on behalf of NVTa that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

13. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

14. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.



Quote No:	23860PM
Date:	9/24/2025
Quote Expires:	90 Days
Sales Contact:	Patrick Merrick
Phone:	951-547-8209
Email:	pmerrick@tolarmfg.com

Customer:	Project:
Jonathan Stanton Associate Planner-Project Management Napa Valley Transportation Authority 625 Burnell Street Napa, CA 94559	MBTA CALACT 20-01 10/24 AMENDMENT REVISED

Lead Time:	20 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	8	9' Sierra Dome Roof Advertising Shelter (39702-00) featuring: Sierra series roof perimeter, bronze twinwall polycarbonate roof panels, flat back-to-back media display kiosk with two side-hinged display doors containing 3/16" clear tempered glass, 3/8" clear tempered glass at the rear and 1/2 end wall, 4' perforated metal bench, no back, one seat delineator (12092-121), durable baked powder coat finish color RAL 9007 Grey Aluminum- Base Price \$ 8,332.00 delete solar (\$1,810.00) , delete trash receptacle (\$ 480.00), add media display kiosk \$ 1,344.00.	\$ 7,386.00	\$ 59,088.00
2	2	13 Sierra Dome Roof Advertising Shelter (13ALDPM-GL XXXXX-XX) featuring: Sierra series roof perimeter, bronze twinwall polycarbonate roof panels, flat back-to-back media display kiosk with two side-hinged display doors containing 3/16" clear tempered glass, perforated aluminum at the rear and 1/2 end wall, 8' perforated metal bench, no back, three seat delineators (12104-121), durable baked powder coat finish color RAL 9007 Grey Aluminum- Base Price \$ 9,489.00 delete solar (\$1,810.00), delete trash receptacle (\$ 480.00), add media display kiosk \$ 1,344.00.	\$ 8,543.00	\$ 17,086.00
3	10	Map kiosk 10076-XX) with acrylic face (for glass walls)	\$ 598.00	\$ 5,980.00

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

Sub-Total:	\$ 82,154.00
CalACT/MBTA Freight Zone	4
CalACT/MBTA FIRM Freight:	\$ 4,280.00
CalACT/MBTA Procurement Fee (2.5%)	\$ 2,053.85
CA State Sales Tax	8.75% \$ 7,188.48
Total:	\$ 95,676.33

Pricing Notes:

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



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Item:	Qty:	Description:	Unit Price:	Ext. Price:
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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. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Returns: Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work has commenced.
12. Manufacturer's Warranty: Our manufacturer's warranty is set forth in a separate document.
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.