



# RESOLUTION No. 23-268

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING THE PURCHASE OF THREE TOLAR/WAYSINE 2-LINE SOLAR LED SHELTER SIGNS IN AN AMOUNT NOT TO EXCEED \$24,750 AS A CAPITAL IMPROVEMENT TO THE EXISTING TINLOY BUS STOP AND AMENDING THE FISCAL YEAR 2022/23 TRANSIT SERVICES PROP 1B BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the Proposition 1B, Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) awards of Fiscal Year 2008/09 – Fiscal Year 2014/15 provide revenue apportionments for Nevada County which may be used for eligible capital projects included in the Western Nevada County Transit Development Plan Update and the Western Nevada County Coordinated Public Transit-Human Services Transportation Plan Update; and

WHEREAS, Transit Services Facilities and bus stop improvements are eligible projects for Proposition 1B PTMISEA funding included in the Western Nevada County Transit Development Plan and the Western Nevada County Coordinated Public Transit-Human Services Transportation Plan Update; and

WHEREAS, the Board of Supervisors adopted Resolution No. 19-284 accepting the grant funding in the amount of \$109,881 for Gold Country Stage Bus Stop Improvements – Phase V; and

WHEREAS, the purchase and installation of the proposed three real-time information signs are consistent with the approved project description; and

WHEREAS, the proposed Tolar/Waysine 2-line Solar LED shelter mounted signs will improve the customer experience and enhance service accessibility for all customers; and

WHEREAS, the County of Nevada Transit Services Division as a member of the California Association for Coordinated Transportation (CalAct) has been assigned the right to purchase products from Cooperative Agreement No. 22-01; and

WHEREAS, the remaining balance of Prop 1B PTMISEA funds must be expended by June 30, 2023 or returned to the State; and

WHEREAS, there is sufficient funding available for this additional signage in the Fiscal Year 2022/23 Transit Services Prop 1B Fund; and

WHEREAS, a budget amendment is required; and

WHEREAS, the expense will be paid from the Transit Services Prop 1B budget 4282-91003-707-1000/540300.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Authorizes the County of Nevada Purchasing Agent to purchase three Tolar/Waysine LED Solar 2-line bus shelter signs as indicated in Quote No. 22110PM via the CalAct Cooperative Agreement No 22-01.
2. Directs the Auditor-Controller's Office to amend the Transit Services Prop 1B budget as follows:

Increase

4282-91003-707-1000/540300 \$24,750

Decrease

4282-91003-707-1000/521000 \$24,750

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of June, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward C. Scofield, Chair

6/13/2023 cc: PW\*  
AC\*



## Assignment to Purchase Agreement

The California Association for Coordinated Transportation, "Assignor", hereby assigns Nevada County "Assignee", three (3) options to purchase Waysine LED Solar Signs ("Signs") from Assignor's Contract No. 21-01 with the TOLAR Manufacturing Company. Only those Signs and optional features may be purchased using the contract. Specifically, the Assignment shall have the right to purchase Signs as per Tolar Manufacturing quote # 22110PM

Such ability to purchase commenced, per terms of Contract, on May 10, 2023, and may be exercised at any time on or before April 30, 2024.

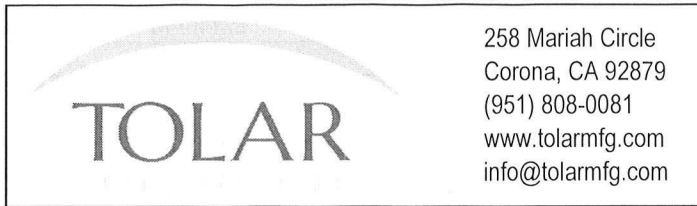
With respect to the Signs assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify, and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or defect in the legality or enforcement of the terms of said Contract or option to purchase there under. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced assignment to purchase the Signs under the Contract to Assignee.

Please be advised that assignment of said Signs does not constitute a recommendation or endorsement of this product by the Cooperative. Nevada County, as the purchaser, is responsible for its choice of Signs and is responsible for Sign inspection, acceptance, and enforcement of any contract provisions.

Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligations, or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have in the future against Assignor, with respect to the Signs or any rights whatsoever assigned hereunder.

A handwritten signature in cursive script that reads "Daniel Mundy".

CALACT



Quote No:	22110PM
Date:	05/08/23
Quote Expires:	30 Days
Sales Contact:	Patrick Merrick
Phone:	951-547-8209
Email:	<a href="mailto:pmerrick@tolarmfg.com">pmerrick@tolarmfg.com</a>

Customer:	Project:
Robin Van Valkenburgh Transit Services Division Manager Nevada County, CA 12350 La Barr Meadows Rd, Suite 3 Grass Valley, CA	RTIS MBTA CALACT RFP 21-01

Lead Time:	6 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	3	Tolar Part 3910150- WAYSINE, LED SOLAR SIGN 2 LINE, 24 CHARACTER 5 YEARS CELLULAR COMMUNICATIONS. INCLUDES POWER SUPPLY TIE TO USC POWER SOURCE.( CLIENT WISHES 110v OR SOLAR OPTION)	\$ 7,500.00	\$ 22,500.00

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

Sub-Total:	\$	22,500.00
CalACT/MBTA Freight Zone		1
CalACT/MBTA FIRM Freight:	\$	-
CalACT/MBTA Procurement Fee (2.5%)	\$	562.50
CA State Sales Tax	7.50%	\$ 1,687.50
Total:	\$	24,750.00

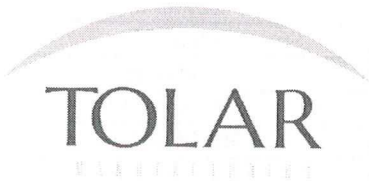
**Pricing Notes:**

- 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.

**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.



258 Mariah Circle  
 Corona, CA 92879  
 (951) 808-0081  
 www.tolarmfg.com  
 info@tolarmfg.com

Quote No:	22110PM
Date:	05/08/23
Quote Expires:	30 Days
Sales Contact:	Patrick Merrick
Phone:	951-547-8209
Email:	<a href="mailto:pmerrick@tolarmfg.com">pmerrick@tolarmfg.com</a>

<b>Customer:</b> Robin Van Valkenburgh Transit Services Division Manager Nevada County, CA 12350 La Barr Meadows Rd, Suite 3 Grass Valley, CA	<b>Project:</b> RTIS MBTA CALACT RFP 21-01
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<b>Lead Time:</b>	6 Weeks From receipt of signed written order, and all required approvals.
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Item:	Qty:	Description:	Unit Price:	Ext. Price:
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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.

**FEATURES & BENEFITS**

- Solar powered with long-life battery backup
- Completely wireless – does not require power or data infrastructure
- ADA compliant annunciator announces next bus arrival for the visually impaired.
- Communicates via ISM or cellular radio
- Easy to install in just minutes using simple hand-held tools.
- Available for emergency or PSA messages.
- Easily managed from the WayManager dashboard.
- Low maintenance – designed to last in severe weather
- Built-in diagnostics monitor power, display segments, temperature and other features to provide early failure detection.
- Integrates with existing CAD AVL, GTFS-RT, API

# Shelter Mounted LED Solar Signs



WaySine designs and manufactures light weight solar powered passenger information display signs. The LED solar powered shelter signs are robust, easy to install and aesthetically pleasing.

Our signs feature external solar panels, batteries and antenna - all built into a compact aluminum case to provide protection from the harshest environments.

WaySine easily integrates with your existing AVL system to display real-time arrival information. The system accepts files complying with Google's GTFS-Real Time specifications and others.

## System Specifications

**Operating Temperature:** -40 to 70 C (-40 to 158 F)

**Humidity:** 10-100% - Non-condensing protective plate

**Housing:** IP65, UV-proof, NEMA 4X compliant, Extruded aluminum with black anodized finish

**Display:** LED, 15 x 96 pixels per display line with 4.5mm pitch, ADA compliant 2" character height

**Wind Rating:** Up to 150 mph

**Solar Power:** 25W peak solar power

**Battery:** Lithium Iron Phosphate (LiFePO4). Estimated battery life of 10+ years.

**Communications:** Cellular radio – 4G/LTE

