

**MEMORANDUM**  
**Community Development**  
**Purchasing Division**

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**TO:** Albert J. Rigoni, Village Manager

**FROM:**   
Thomas L. Thompson, Economic Development Coordinator

  
Michael Aleksic, Purchasing Agent

  
Carrie Haberstich, Planner/CDBG Administrator

**DATE:** September 27, 2013

**SUBJECT:** **AGENDA ITEM – October 7, 2013 Board Meeting**  
**Rectangular and Square Planter Pots for Downtown Skokie**

Budget Amount & Account Number: \$48,000 Downtown Skokie TIF Funds

Tabulation:

Tournesol Siteworks, LLC, Hayward, CA \$44,702.50

Background:

In the months leading up to the start of construction for the Downtown Streetscape Improvement Project, Village staff and a group of seven downtown merchants researched a variety of permanent and portable fixtures that will be placed throughout the Downtown. This subcommittee met several times from January to March and staff presented their recommendations to the Village's Downtown Public Way Improvement Task Force ("Task Force") on March 15, which were unanimously approved. In addition to the seating and waste receptacle components approved for purchase in June 2013, the merchant subcommittee selected planter pots that will enhance the unique new look for the Downtown after the streetscape project is completed.

Recommendation:

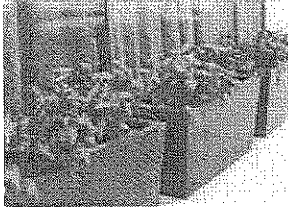
It is recommended that a contract be awarded on a sole source basis to Tournesol Siteworks, LLC, Hayward, California, in the amount of \$44,702.50. The negotiated fee is for the purchase and delivery of 38 rectangular and 14 square Urban Collection Rectangle Fiberglass Constructed Planters. The planter pots are expected to be placed in spring 2014, and planted with perennials for spring, summer, and fall color. At the option of the Public Works Director, the planter pots may be removed for the winter season in select locations so as to not impede Downtown snow removal efforts.

The pricing includes a municipal program volume discount of 25% off of Tournesol Siteworks' catalog price for the selected items, and shipping and handling is included. Staff is satisfied that the pricing is very competitive compared to other products of similar style and quality.

Comments:

Initial options for street furnishings were presented to the Task Force by the Village's consultant, JJR, in the fall of 2012. The Task Force subsequently determined that the Village could benefit from more merchant input into the process and began by reviewing the options presented by the consultant and initial selections by the Task Force. After a thorough investigation of vendor offerings by staff and the Independent Merchants of Downtown Skokie (IMODS), the Tournesol Siteworks' rectangular and square planter pots were believed to best reflect Downtown Skokie's style and character, and fit best in with the overall Downtown furnishings collection. These planter pots were selected from the original furnishing options provided by JJR. Staff has conducted an exhaustive review of locations for potential placement of these items throughout the Downtown, which are reflected in the number of planter pots to be purchased.

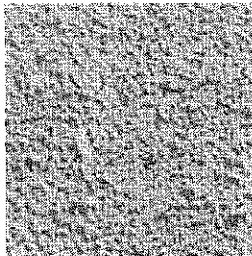
Cc: John Lockerby, Assistant Village Manager  
Max Slankard, Public Works Director  
Fred Schattner, Engineering Director



Rectangle Urban Planter Pot



Square Urban Planter Pot



Planter Pot Finish (T-1 for added durability)



Planter Pot Color (Metal-Matched Paint in Bronze)



**Your Tournesol Siteworks Representative:**  
 Brian Mitalo, Tournesol Siteworks  
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 bmitalo@tournesolsiteworks.com

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 Village of Skokie  
 5127 Oakton Street  
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**Estimate Nr: 13096593**  
**Project: Downtown Skokie Planters-Skokie IL**  
 Estimated Need Date: 12/31/2013

prepared by: bmitalo@tournesolsiteworks.com  
 estimate date: 9/24/2013

Qty	Part #	Description	Detail	Lead time	Unit Price	Extended
38	UR-603030 MMP	Tournesol Urban Collection Rectangle FRP Fiberglass Constructed Planter Dimensions: 60"L x 30"W x 30"H MMP Finish	MMP Bronze; T-1 texture	E	\$1,213.00	\$46,094.00
14	UR-3000 MMP	Tournesol Urban Collection Square FRP Fiberglass Constructed Planter Dimensions: 30"Sq. x 34"Height MMP Finish	MMP Bronze; T-1 texture	D	\$584.00	\$8,176.00
1	Corporate Price Adjustment	Corporate Price Adjustment as agreed with sales representative.	Municipal Program Volume Discount		(\$13,567.50)	(\$13,567.50)

<b>Product Subtotal:</b>	<b>\$40,702.50</b>
Sales Tax _____%	\$0.00
Est. Freight to Jobsite	\$4,000.00
<b>Total Price:</b>	<b>\$44,702.50</b>

**Estimated Lead Times:** (A) up to 2-3 weeks, (B) up to 3-4 weeks, (C) up to 4-6 weeks,  
 (D) up to 4-6 weeks, (E) up to 5-7 weeks, (F) as noted

**Tournesol Siteworks LLC**  
 30955 San Antonio St., Hayward, CA 94544  
 ph: 800-542-2282 fax: 510-471-6243 [info@tournesolsiteworks.com](mailto:info@tournesolsiteworks.com)  
[tournesolsiteworks.com](http://tournesolsiteworks.com)

Estimate Nr: 13096593

Project: Downtown Skokie Planters-Skokie IL

estimate date: 9/24/2013

### Terms, Conditions of Sale, Freight & Warranty Information

**Commercial List Pricing** shown is provided as a non-binding approximation of prices available to qualified wholesale accounts through Tournesol Siteworks distributors. For a complete list of distributors, check [www.tournesolsiteworks.com](http://www.tournesolsiteworks.com) or call 800-542-2282. *This estimate does not constitute an offer to sale.* Should Tournesol Siteworks, at its sole discretion, choose to accept an order based upon this estimate, it shall do so in accordance with the terms and conditions established here unless specifically stated in writing by its authorized agent.

**Payment**- 50% deposit with Release for Production, balance to be paid C.O.D, credit card or check at time of delivery. American Express, Visa and Mastercard credit cards accepted at time of delivery. Net 30, no retention for balance on qualified accounts, subject to credit approval. Credit card payments paid more than 10 days after delivery will subject to a 3% handling fee.

**Returns & Cancellations**- Custom orders may not be canceled, nor product returned. Cancellations on project orders larger than \$10,000 are subject to stage of manufacture, and will be assessed the larger of a 25% cancellation fee or percentage of project completion. Products manufactured to order (including but not limited to SeaCrest Series, most Planter Liners and CWS Planter Liners, all GFRC planters) may not be returned. Returned merchandise must be in new or like-new condition. All exchanges and returns require Returned Material Authorization (RMA) number from factory. Return freight must be prepaid, and a restocking fee of 25% will be charged. Restocking fee may be waived on exchanges, at the company's discretion. Returns not accompanied by a RMA number will be refused by shipping and returned at the customer's cost.

**Confirmations**- All orders over \$1000 require purchase order or written confirmation prior to processing. Orders will be confirmed to email address provided by client.

**Estimates**- Unless otherwise noted, all estimates are valid for 90 days, and should be updated after this period.  
*All prices subject to change without notice.*

#### Freight

All products are shipped freight prepaid and billed. All freight will be shipped FOB Hayward, CA.

Any unusual freight requirements must be indicated for freight estimate to be valid. Requests for liftgate service, delivery appointments, driver assistance or other additional services must be made prior to shipping.

All freight estimates include a surcharge for packaging and handling. Tournesol Siteworks reserves the right to add a 2% packaging & handling charge for all will-call orders.

Split shipments will typically increase the freight charges. Freight splits require written approval prior to releasing the shipment.

Shipping dates are approximate and are based upon prompt receipt from Buyer of all necessary information, releases, and approvals. In no event will Tournesol Siteworks be liable for damages of any kind arising out of delay or non-delivery, due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil or military authority, war, riots, fire, explosion, flood, strike, lockout, injunction, accident, breakage of machinery or apparatus, or inability to obtain fuel, power, raw materials, labor, containers or transportation facilities. Tournesol Siteworks will coordinate and make every effort to notify the client of any delivery issues.

**Freight Damage Claims**- Claims for shipping damages must be made against the carrier on all products shipped FOB shipping point. The customer must inspect all shipments for damage before signing for delivery. Damaged product must be noted on bill of lading before the driver leaves, and reported to Tournesol Siteworks within 24hrs. If it isn't noted on the bill of lading, the freight carrier won't honor claims for damages.

**Packaging Damage Claims**- Shipments must be opened and the contents inspected within 7 days from delivery. Typical packaging damage would include adhesive marks left on product from tape, foam wrap, rub marks, and the like. Tournesol Siteworks is not liable for packaging damage reported to the company after this period.

#### Tournesol Siteworks' Three-Year Limited Warranty

Tournesol Siteworks LLC warrants to the initial purchaser of its products that they will repair or replace product that contains a defect in material or workmanship for a period of three years from the date it is delivered to the initial purchaser.

This limited warranty does not include those parts which fall under standard regular maintenance of the product. The warranty does not apply to conditions resulting from misuse, abuse, failure to follow directions for use, unauthorized modifications, neglect, accident or other hazard or the like. ***The remedy under this warranty is limited to repair or replacement, at Tournesol Siteworks' option, of the defective parts of the warranted product.*** Repair or replacement of a part does not extend the warranty beyond the initial warranty period.

This is the only written warranty applicable to the product. The duration of the implied warranty on the product is limited to the three year duration of this express warranty. ***In no event shall Tournesol Siteworks be liable for any incidental or consequential damages, including but not limited to damage to any plants which may have been planted in the product.*** Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

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