

BILL NO. 448

ORDINANCE NO. 429

INTRODUCED BY: Trustees Slama, Young, Graves, Fortune and Whitmore

AN ORDINANCE AUTHORIZING THE VILLAGE CLERK TO ENTER INTO A CONTRACT WITH NATIVE LANDSCAPE SOLUTIONS, INC. FOR PROFESSIONAL TURF ENHANCEMENT SERVICES

WHEREAS, the Village let public bids for a Turf Enhancement Project on or about April 25, 2014; and

WHEREAS, the bids received were opened and read aloud on May 2, 2014; and

WHEREAS, it has been determined by the Board of Trustees of the Village of Twin Oaks, Missouri that Native Landscape Solutions, Inc. has met all specifications and has given the best bid to the Village for this service in the amount of \$29,988.83;

NOW THEREFORE, BE IT ORDAINED, by the Board of Trustees of the Village of Twin Oaks, St. Louis County, Missouri, as follows:

Section 1. The bid of Native Landscape Services, Inc. as referenced above and incorporated herein as EXHIBIT "A", is accepted by the Board of Trustees.

Section 2. The Village Clerk is authorized to give Notice of Intent to Award and execute the Contract between the Contractor and the Village, any prior spraying services authorized by the Clerk /Administrator after selection of the vendor being specifically ratified and confirmed.

Section 3. This Ordinance shall be in full force and effect from and after its passage as by law provided.

PASSED and APPROVED this 21 day of May, 2014.

Dennis L. Whitmore
Dennis L. Whitmore, Chairman
Board of Trustees

ATTEST:

Kathy A. Runge
Kathy A. Runge
Village Clerk/Controller

First Reading 5-21-2014

Second Reading 5-21-2014

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of June, 2014 by and between THE VILLAGE OF TWIN OAKS, an incorporated, Missouri Municipality (hereinafter referred to as the "Village") and NATIVE LANDSCAPE SOLUTIONS, INC., a Missouri Corporation, referred to as "Contractor");

WITNESSETH, THAT,

The parties hereto, in consideration of the mutual promises and undertakings herein contained, do covenant and agree, as follows:

1. Employment as an Independent Contractor. Pursuant to Public Bid and enabling Ordinance No. 429, dated May 21, 2014, Contractor is employed as an independent contractor to perform Landscaping Services within the Village in accordance with the "bid item description" (Exhibit "A"), "Contractor's Bid", (Exhibit "B") and "related documents" (Exhibit "C"), all of which are attached hereto and incorporated in this Agreement by reference.

Contractor shall be responsible for providing its own equipment and personnel and shall perform services within a reasonable period of time after notice by the Village Administrator as otherwise described herein; otherwise, working hours, conditions, rate of employee compensation, and employee benefits shall all be matters for determination and administration by Contractor.

2. Insurance Coverage. Contractor shall carry and maintain such liability insurance as will protect Contractor and Village from claims under any worker's compensation acts and from any other damages from personal injury, including death, which may be sustained by Contractor's workmen, subcontractors or any of their servants, agents or employees and the general public, and from claims for property damage which may be sustained by any of them, due to the performance of this contract. Contractor shall, at all times during the term of this contract, furnish and maintain current certificates acceptable to the Village attesting that Contractor has in effect, at least, the following insurance:

Commercial General Liability and Products and Completed Operations Insurance with split limits of \$1,000,000/1,000,000 personal injury and \$1,000,000 property damage or combined single limits of \$2,000,000;

Automobile Liability Insurance with split limits of \$1,000,000/1,000,000 personal injury and \$1,000,000 property damage limits or combined single limits of \$2,000,000;

Worker's Compensation – statutory limits.

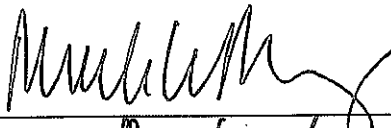
3. General Conditions.

- A. Timely Performance of Work. Contractor shall complete its services in a professional and workmanlike manner and within a general timeframe as shall mutually be agreed to by the parties.
- B. Payment/disputes. Contractor shall submit invoices to the Village for all services rendered promptly following completion of a project, shall specify all work performed, the date(s) of the work, and the costs as described in the pricing in Exhibit "B" to this agreement. The Village shall make payment within thirty (30) days of the invoice. The Village may withhold from payment any amounts due to damages caused to Village property by Contractor or due to dissatisfaction with the quality of work. Any disputed payment shall be promptly addressed by the parties in a good faith effort to find a mutually agreed compromise. If no such Resolution is reached within sixty (60) days following the date of the disputed invoice, either party may pursue such legal recourse as is by law allowed.
- C. Village Liaison. The Village Clerk/Controller or her assignee shall be the liaison between Contractor and the Board of Trustees and shall act on behalf of the Village unless otherwise determined by the Board of Trustees.

SIGNED and SEALED on the day and year above entered:

NATIVE LANDSCAPE SOLUTIONS, INC.

THE VILLAGE OF TWIN OAKS

By: 
TITLE: *Director of operations*

By: 
KATHY A. RUNGE,

ATTEST: 
DEPUTY CLERK

**Village of Twin Oaks – 2014 Planting Project
Bid Item Descriptions**

INTERSECTION PLANTINGS

Item 1 – CHEMICAL TREATMENT OF PLANTING AREAS

The intent for this item is to apply a chemical treatment (such as Round-Up) to kill unwanted vegetation in the intersection areas that are to be planted with new plant species. The contractor will spray these areas, being careful not to kill the nearby desirable vegetation that is to remain. The contractor will not place the new plant materials for at least 2 weeks after the chemical application. This item is to be paid as a one-time lump sum item. Contractor to provide documents to the Village to verify product type and quantity applied.

Item 2 - RUDBECKIA FULGIDA, QUART

These are to be planted on 18 inch centers as indicated in the plan sketches. Plants are to be provided in 1 quart pots with roots extending to the walls of the container (i.e., not undersized plants in a quart pot). The plantings will be inspected for survival sometime during the last 2 weeks in September, 2014. Contractor will replace plants that have not established, based on this inspection. This item will be paid at the quantity listed on the project bid form at the price offered by the bidder. Plants that are replaced as a result of the September inspection are considered warranty items. They should be replaced with items meeting the same criteria and will not be paid for again. Contractor to provide documents to the Village to verify plant type and size.

Item 3 - ASTER OBLONGIFOLIA, QUART

These are to be planted on 18 inch centers as indicated in the plan sketches. Plants are to be provided in 1 quart pots with roots extending to the walls of the container (i.e., not undersized plants in a quart pot). The plantings will be inspected for survival sometime during the last 2 weeks in September, 2014. Contractor will replace plants that have not established, based on this inspection. This item will be paid at the quantity listed on the project bid form at the price offered by the bidder. Plants that are replaced as a result of the September inspection are considered warranty items. They should be replaced with items meeting the same criteria and will not be paid for again. Contractor to provide documents to the Village to verify plant type and size.

Item 4 - SPOROBOLUS HETEROLEPIS, QUART

These are to be planted on 18 inch centers as indicated in the plan sketches. Plants are to be provided in 1 quart pots with roots extending to the walls of the container (i.e., not undersized plants in a quart pot). The plantings will be inspected for survival sometime during the last 2 weeks in September, 2014. Contractor will replace plants that have not established, based on this inspection. This item will be paid at the quantity listed on the project bid form at the price offered by the bidder. Plants that are replaced as a result of the September inspection are considered warranty items. They should be replaced with items meeting the same criteria and will not be paid for again. Contractor to provide documents to the Village to verify plant type and size.

Item 5 - TURFGRASS SOD

Contractor will place healthy sod for a 3 foot buffer along sidewalks as shown in the plan sketches. Contractor will remove surface materials and dispose. Place the sod along the sidewalks in a manner that is level and does not cause water to pond on the adjacent sidewalk. This item will be paid at the quantity listed on the project bid form at the price offered by the bidder. Contractor to provide documents to the Village to verify grass type, quantity, and source.

FX A

Item 6 – MULCH FOR INTERSECTION PLANTINGS

Contractor will place a 3 to 4 inch mulch layer on entire planting area (around new plantings and existing, remaining plants), as indicated in the planting sketches, after plantings have been placed. This item will be paid at the quantity listed on the project bid form at the price offered by the bidder. Contractor to provide documents to the Village to verify material type and quantity.

HIGHWAY R.O.W. TURF ENHANCEMENTS**Item 7 - TREAT HIGHWAY RIGHT OF WAY WITH WEED AND FEED**

As early in the year as possible and again in the fall (after September 15, 2014), Contractor will spread or spray the right of way areas indicated in the plan documents with a weed and feed product to inhibit growth of undesirable broadleaf plant species and encourage the growth of the fescue grasses. This item will be paid as a lump sum as each application is completed, at the price offered by the bidder, not to exceed 2 rounds. Contractor to provide documents to the Village to verify product type and quantity applied.

Item 8 - OVERSEEDING WITH TALL FESCUE SEED MIX

Contractor will spread seed over the right of way areas indicated in the plan documents with tall fescue seed mix. This item will be paid as a lump sum as each application is completed, at the price offered by the bidder, not to exceed 2 rounds. Contractor to provide documents to the Village to verify product type and quantity applied.

Item 9 - SPOT SPRAYING HIGHWAY RIGHT OF WAY

Contractor will review the Right of Way areas indicated in the plan sheets, approximately every 6 weeks, and spot-spray for weed control. Contractor will be paid a lump sum for each round of spot spraying, after work is completed, not to exceed 4 rounds. This item will be paid as a lump sum as each application is completed, at the price offered by the bidder, not to exceed 2 rounds. Contractor to provide documents to the Village to verify product type.

LAKE DAM PLANTINGS**Item 10 – CHEMICAL TREATMENT PLANTING AREA AT BACK OF DAM**

The intent for this item is to apply a chemical treatment (such as Round-Up) to kill unwanted vegetation at the location on the south end of the park dam, as indicated in the plan documents and sketches. The contractor will spray these areas, being careful not to kill the nearby desirable vegetation that is to remain. The contractor will not place the new plant materials for at least 2 weeks after the chemical application. This item is to be paid as a one-time lump sum item. Contractor to provide documents to the Village to verify product type and quantity applied.

Item 11 - CAREX MUSKINGUMENSIS, QUART

These are to be planted on 18 inch centers as indicated in the plan sketches. Plants are to be provided in 1 quart pots with roots extending to the walls of the container (i.e., not undersized plants in a quart pot). The plantings will be inspected for survival sometime during the last 2 weeks in September, 2014. Contractor will replace plants that have not established, based on this inspection. This item will be paid at the quantity listed on the project bid form at the price offered by the bidder. Plants that are replaced as a result of the September inspection are considered warranty items. They should be replaced with items meeting the same criteria and will not be paid for again. Contractor to provide documents to the Village to verify plant type and size.

Item 12 – MULCH FOR POND DAM PLANTINGS

Contractor will place a 3 to 4 inch mulch layer on entire planting area, as indicated in the planting sketches, after plantings have been placed. This item will be paid at the quantity listed on the project bid form at the price offered by the bidder. Contractor to provide documents to the Village to verify material type and quantity.

NATIVE LANDSCAPE SOLUTIONS, INC.
 MARK LABARGE
 cell 314-393-5075

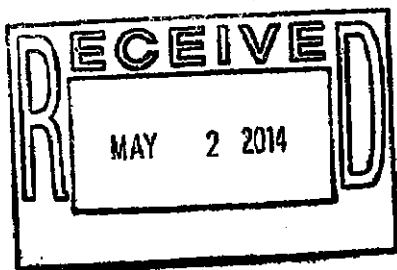
VILLAGE OF TWIN OAKS - TURF ENHANCEMENTS PROJECT

ITEM NO	DESCRIPTION	UNITS	QTY	UNIT BID PRICE	TOTAL FOR ITEM
INTERSECTION PLANTINGS					
1	CHEMICAL TREATMENT OF PLANTING AREA - INTERSECTION	LS	1	\$ 290.00	290.00
2	RUDBECKIA FULGIDA, QUART PLUG	EA	1655	3.44	5,689.06
3	ASTER OBLONGIFOLIA, QUART PLUG	EA	373	3.44	1,282.19
4	SPOROBOLUS HETEROLEPIS, QUART PLUG	EA	851	3.44	2,925.31
5	TURFGRASS SOD	SF	1085	1.12	1,210.00
6	MULCH FOR INTERSECTION PLANTINGS	SF	10135	.55	5,580.00
HIGHWAY R.O.W. TURF ENHANCEMENTS					
7	TREAT HIGHWAY RIGHT OF WAY WITH PRE-EMERGENT	EA	2	360.00	720.00
8	OVERSEEDING WITH TALL FESCUE SEED MIX	EA	2	650.00	1,300.00
9	SPOT SPRAYING HIGHWAY RIGHT OF WAY	EA	4	310.00	1,240.00
LAKE DAM PLANTINGS					
10	CHEMICAL TREATMENT OF PLANTING AREA - DAM	LS	1	145.00	145.00
11	CAREX MUSKINGUMENSIS, QUART PLUG	EA	2055	3.44	7,064.06
12	MULCH FOR POND DAM PLANTINGS	SF	4624	.55	2,543.20
BID TOTAL FOR ALL UNIT PRICES					29,988.83

twenty nine thousand nine hundred eighty eight dollars and
 WRITTEN BID TOTAL

(Total bid amount is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of error in extension, the unit and lump sum prices under each pay item will be considered correct, and these sums when properly extended, shall constitute the Bid.)

83/100



Mark Labarge



9814 Gravois Road, St. Louis, MO 63123
voice 314 544-7918 • fax 314 544-3250
www.nativelandscape.biz

May 2, 2014

Village of Twin Oaks – 2014 Planting Project

Please accept this proposal, per your specifications, for your 2014 planting project.

Attached are references and additional information about our company, including the fact that we are a certified WBE contractor.

Thank you for this opportunity to bid – we do great work and look forward to working with you on this project. Please call Mark LaBarge (cell 314-393-5075) if you have any questions.

EX C-1 through 5



*Kathy's email
mark Laberge
313-5075*

Native Landscape Solutions, Inc.
9814 Gravois Road
Saint Louis, Missouri 63123
314-544-4436
314-842-8610 FAX
www.nativelandscape.biz

A Missouri corporation
Federal tax ID #: 27-1925261
WBE certified: State of Missouri OA/OEA Certification #WD4193

Native Landscape Solutions, Inc. is a specialized, professional landscape maintenance and landscape design/build contractor, focusing on sustainable native landscapes, storm water BMPs, bio-retention basins, and ecological restoration. Our customers are demanding, seeking reliable and quality-oriented contractors. The fact that most of our customers are long-term clients is a testament to our ability to perform as promised.

Facilities and equipment: We own our 3 acre main facility at 9814 Gravois Road, Saint Louis, MO. This property contains two warehouses and a full service office. Native Landscape Solutions, Inc. owns its equipment and has adequate equipment and a modern truck fleet to provide any necessary services to you.

Organizational skills: We work with many corporate projects and are committed to: safety programs, drug testing for employees, pesticide licenses, and documentation processing.

Management talent: Our top management group has over 100 years of landscape experience, including project management, scheduling, consulting, horticulture, planning, environmental, design and financial disciplines. We are knowledgeable of LEED certified environmental requirements and have worked directly on these projects from an installation and maintenance basis.

Reliability: This is one of our trademarks: make strong promises to clients and then keep them. Native Landscape Solutions, Inc. strives to partner with our clients to assist both in achieving quality objectives for properties and in studying methods that result in greater value.

Commitment: We will dedicate our top personnel to your project to insure that all objectives are met, within budgets and schedules. We are committed to meeting and discussing goals and how we can help achieve them.



Key Personnel

Native Landscape Solutions, Inc. has more experienced employees than almost anyone in Saint Louis, with a sole focus on invasive species control, timberstand improvement, ecological restoration, stormwater BMPs, and bioretention basins. Here is a look at our key personnel:

Simon Barker is our Director of Native Horticulture. He has a Horticulture degree from the University of Reading, England, with emphasis in Landscape Design. He is a current member of the Board of Directors for GrowNative!, a past President of the Landscape and Nurserymen's Association of Greater St Louis, MO, and a past President of the Horticulture Co-op of Metro St Louis. Simon is a regular presenter at the Shaw Nature Reserve Series, which is a professional educational forum for native landscape subjects. He has significant experience with invasive species control and is a licensed applicator.

Monica Barker has received 2 separate degrees in horticulture, with an emphasis in landscape design. She has a diverse background of experience, with the first 10 years of her career spent at the Missouri Botanical Garden, including 5 years as Rosarian. She and Simon were employed to develop and manage Bowood Farms Inc., Clarksville, MO, from its inception in 1989 until July 2003. Bowood Farms Inc. is a leading wholesale grower of perennials, herbs, hardy roses, vines, ornamental grasses, native plants and shrubs for the St Louis area. Monica has significant experience with invasive species control.

Simon and Monica each have over 30 years of specific experience with native plants and how to properly use them. In addition to their experience, Native Landscape Solutions has very experienced field and office staff to carry out work on storm water BMPs, rain gardens, bio-retention basins, native landscaping, and ecological restorations.

Steve Cavin, Account manager, has been in the Horticulture industry for almost 35 years, ranging from residential, Municipal work, school campuses, athletic fields, and extensive native landscape activities. Steve manages much of the field work at Native Landscape Solutions, including stewardship and construction. He has many years of experience in invasive species control, timberstand improvement, ecological restoration, stormwater BMPs, bioretention basins and decorative native landscapes. Steve is a licensed applicator.

Mark LaBarge, Director of Operations, has over 35 years of experience in the horticulture field, including time managing a large retail garden center, managing a large wholesale seed blending and distribution business, and over 25 years as President of a significant landscape service provider. His organizational and administrative capabilities bring excellent planning, scheduling and efficiency skills to our Native Landscape Solutions, Inc. projects.

Native Landscape Solutions, Inc.
Relevant Qualifications with recent experience

SSM St. Clare Health Center: continuous contracts for last 5 years – invasive species control, prairie restoration, enhanced prairie diversity over 23 acres

All key personnel have been active in this contract; results have been outstanding – we would like to take you on a personal tour; Simon, Monica, and Steve would be active at Powder Valley

Alberici Corporation headquarters: continuous contracts for last 4 years – invasive species control, enhanced native plant diversity at headquarters building and various specific restorations including honeysuckle control at I-170 hillside

All key personnel have been active in this contract; results have been outstanding – we would like to take you on a personal tour; Simon, Monica, and Steve would be active at Powder Valley

Thomas Jefferson School: continuous contracts for last 4 years – invasive species control, development of an outdoor native landscape classroom for teaching ecology

All key personnel have been active in this contract; results have been outstanding – we would like to take you on a personal tour; Simon, Monica, and Steve would be active at Powder Valley

McBride and Sons Homebuilders: continuous contracts for last 3 years – stormwater BMPs at new home developments, invasive species control in native buffer areas, native seeding and establishment

All key personnel have been active in this contract; results have been outstanding – we would like to take you on a personal tour; Simon, Monica, and Steve would be active at Powder Valley

Private estate in Clarksville, MO: continuous contracts for last 5 years – invasive species control, prairie restoration, enhanced prairie diversity over ___ acres

All key personnel have been active in this contract; results have been outstanding – we would like to take you on a personal tour; Simon, Monica, and Steve would be active at Powder Valley

Deer Creek Club: continuous contracts for last 3 years – invasive species control, enhanced native plant diversity, native plantings and seeding

All key personnel have been active in this contract; results have been outstanding – we would like to take you on a personal tour; Simon, Monica, and Steve would be active at Powder Valley

Lewis and Clark Tower: on-going native landscape establishment and maintenance for the Village of Hartford, IL – public display area commemorating the Lewis and Clark Expedition

All key personnel have been active in this contract; results have been outstanding – we would like to take you on a personal tour; Simon, Monica, and Steve would be active at Powder Valley

Native stewardship also provided to Metropolitan St. Louis Sewer District, Missouri Department of Conservation, Mascoutah School District, and various HOAs.



Key Personnel

Simon Barker is our Director of Native Horticulture. He has a Horticulture degree from the University of Reading, England, with emphasis in Landscape Design. He is a current member of the Board of Directors for GrowNative!, a past President of the Landscape and Nurserymen's Association of Greater St Louis, MO, and a past President of the Horticulture Co-op of Metro St Louis. Simon is a regular presenter at the Shaw Nature Reserve Series, which is a professional educational forum for native landscape subjects.

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References

SSM St. Clare Health Center

1015 Bowles Avenue

Fenton, Missouri 63026

Native landscape restoration and maintenance

Contact: Erik Enderling, Team Leader – Plant Operations 636-496-2780

Alberici Corp.

8800 Page Avenue

Saint Louis, Missouri

Native landscape establishment and maintenance at headquarter

building in Saint Louis, Missouri

Contact: Kari Haller, 314-733-2313, cell 314-581-6179

Thomas Jefferson School

4100 S. Lindbergh Blvd.

Saint Louis, Missouri 63127

We provide contract native landscape services as requested

Contact: Jane Pesek, Director of Development, 314-843-4151 x. 123