

MEMO 23-03

RECEIVED

MAR 23 2023

TO: Frank Schulte, City Administrator

FROM: James Kowalski, Director of Public Services *J.K.*

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

DATE: March 22, 2023

SUBJECT: Recommendation – Bark Mulch for City Landscape Beds and Installation of Playground Mulch

An "Invitation to Bid" for supplying bark mulch and injection of mulch in city landscape beds and delivery and installation of playground mulch throughout the city was posted on the Michigan Intergovernmental Trade Network (MITN) website on February 24, 2023. The information was also advertised in the Grosse Pointe News. The following bids were received at the bid opening on March 22, 2022.

Unique Clips, LLC	\$29,255.00
Superior Groundcover, Inc.	\$34,525.00
Russell Landscaping, Inc.	\$53,520.00
KLM Landscape	\$74,925.00

Unique Clips, LLC submitted the low bid in the amount of \$29,255.00.

Therefore, I recommend the lowest bidder, Unique Clips, LLC, located at 23075 27 Mile Road, Ray Township, MI 48096, to supply bark mulch and inject the mulch in city landscape beds and delivery and installation of engineered wood fiber playground mulch in the amount of \$29,255.00.

This is a budgeted item in the 2023/2024 budget included in accounts 101-774-757.102 in the amount of \$2,000.00, 101-774-818.102 in the amount of \$6,000.00, 101-775-757.000 in the amount of \$1,255.00, and 202-463-818.000 in the amount of \$20,000.00.

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

Frank Schulte

Frank Schulte, City Administrator

3-22-23

Date

Fund Certification:

Account numbers and amounts have been verified as presented.

Shawn Murphy

Shawn Murphy, City Treasurer/Comptroller

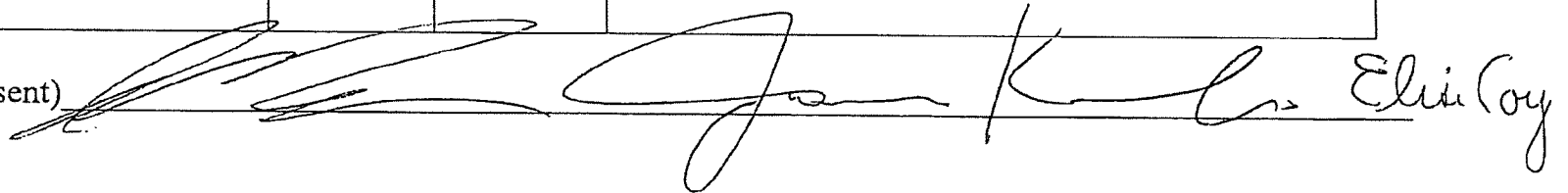
3-23-2023

Date

MULCH
MARCH 21, 2023
10:00 a.m.

COMPANY	SIGNED	BID BOND	BID AMOUNT
KLM Landscape	✓		74,925.00
Superior Groundcover	✓		34,525.00
Russell Landscaping Inc	✓		53,520.00
Unique Clips	✓		29,255.00

Signed: (All Present)





City of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236

February 24, 2023

NOTICE TO BIDDERS

Sealed bids will be received by the City of Grosse Pointe Woods at the Municipal Buildings, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236-2397, until **Tuesday, March 21, 2023 at 10:00 a.m.**, at which time and place bids will be publicly opened and read aloud for furnishing the following item as described herein below:

**DOUBLE SHREDDED BROWN HARDWOOD MULCH AND INJECTION
OF MULCH IN LANDSCAPE BEDS AND DELIVERY AND INSTALLATION OF PLAYGROUND
MULCH THROUGHOUT THE CITY**

Bid sheets should be submitted in a sealed, opaque envelope bearing the following notation:

CITY CLERK
CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA
GROSSE POINTE WOODS, MI 48236-2397

CLEARLY MARKED: HARDWOOD AND PLAYGROUND MULCH

- A. All bids shall be submitted exclusive of any sales tax, excise tax, etc.
- B. The bidder shall list on a separate sheet of paper any variation from or exceptions to the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions and Specifications", and shall be attached to the bid.
- C. Descriptive literature may be required by the city.
- D. All bids shall be F.O.B. the City of Grosse Pointe Woods.
- E. All bids must state date or schedule proposed.
- F. All bids shall incorporate any requirements of the Michigan State laws and shall incorporate all safety equipment and standards in conformance with the latest regulations of the Occupational Safety and Health Administration (OSHA).
- G. Additional copies of the specifications and bid sheets may be obtained from the City Clerk.

The City of Grosse Pointe Woods reserves the right to accept or reject any and all bids, to waive any informality in the bidding process or minor deviations from the specifications in a proposal and to accept any bid that deems itself in the best interest of the city.

SPECIFICATIONS FOR DOUBLE SHREDDED BROWN HARDWOOD MULCH AND INJECTION OF MULCH IN LANDSCAPE BEDS AND DELIVERY AND INSTALLATION OF PLAYGROUND MULCH THROUGHOUT THE CITY

General:

Furnish labor, equipment, and materials for injection of Double Shredded Brown Hardwood Mulch in landscape beds throughout the city and installation of Engineered Wood Fiber Playground Mulch at various locations in city parks. Final quantities and locations will be determined at time of delivery. **All work to be completed on or before Friday, May 19, 2023.**

Specifications to Include:

- Injection of Double Shredded Brown Hardwood Mulch to be installed at 1½” depth in all city landscape beds as follows –
 - 80 CubicYards Vernier Road Medians
 - 170 CubicYards Mack Avenue Medians
 - 30 CubicYards D.P.W.
 - 35 CubicYards City Hall

- Injection of Double Shredded Brown Hardwood Mulch to be installed at 2” to 2½” depth along the Activities Building, Bathhouse, Concession Stand, Gate House, three pine trees around the pool deck, the boardwalk and around the three boardwalk gazebos at Lake Front Park as follows –
 - 160 Cubic Yards Lake Front Park

- Bulk delivery of materials to D.P.W. –
 - 200 CubicYards Hardwood Mulch

- Delivery and installation of Certified to ASTM Engineered Wood Fiber Playground Mulch at various locations in city parks as follows–
 - 30 Cubic Yards Chene-Trombley Park
 - 55 Cubic Yards Ghesquiere Park
 - 50 Cubic Yards Lake Front Park
 - 60 Cubic Yards Sweeney Park

Insurance Coverage:

As a condition of performing work for the City of Grosse Pointe Woods, the contractor must provide the City with satisfactory evidence of insurance coverage as follows:

1. Worker’s Compensation including Employer’s Liability Insurance covering statutory obligations for the state in which work is to be performed in aggregate amount of not less than \$1,000,000.
2. Automobile liability insurance applicable to all owned, non-owned and hired vehicles: Bodily Injury & Property Damage - \$1,000,000 combined single limit.
3. Comprehensive General Liability - \$1,000,000 each occurrence, \$2,000,000 policy aggregate including products & completed operations and no exclusions for XCU (explosion, collapse and underground).
4. Evidence of contractor’s insurance coverage, required herein, is to be provided to Owner on ACORD Certificate Form 26 or 25-S.

CITY OF GROSSE POINTE WOODS

IT IS UNDERSTOOD THAT THE CITY OF GROSSE POINTE WOODS IS A GOVERNMENTAL UNIT AND AS SUCH IS EXEMPT FROM THE PAYMENT OF ALL STATE AND FEDERAL TAXES APPLYING ON THE ABOVE MENTIONED EQUIPMENT, AND THE ABOVE PRICES THEREFORE DO NOT INCLUDE THIS AMOUNT.

The bidder by execution of the proposal thereby declares that the bid is made without collusion with any other person, firm or corporation making any other bid, or who otherwise would make a bid, and agrees to furnish all bid items in strict accordance with all Federal Regulatory Measures.

All bids must be submitted on the city's bid sheet.

Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the bid sheet and specifications, and that he understands and agrees to abide by each and all of the stipulations and requirements contained therein.

BIDDERS ARE REQUESTED TO SUBMIT ALL AVAILABLE DATA AND DESCRIPTIVE LITERATURE COVERING THE MATERIALS PROPOSED TO BE FURNISHED AS REQUESTED BY THE CITY.

THE UNDERSIGNED, by execution of this bid, certified that he is the Operations Manager of the firm named as bidder in the bid; and that he signs the bid on behalf of the firm; and that he is authorized to execute the same in behalf of said firm.

NAME AND ADDRESS OF BIDDER:

COMPANY NAME Unique Clips LLC

ADDRESS 23075 27 mile Road

CITY Ray STATE MI ZIP 48096

SUBMITTED BY: Jason Provencher Operations Manager
(NAME) (TITLE)

SIGNATURE: Jason Pro

TELEPHONE 5868638530 FAX —

DATE 3/6/23

THIS PAGE MUST BE RETURNED WITH BID SHEET

CITY OF GROSSE POINTE WOODS

BID SHEET

THE UNDERSIGNED DECLARES THAT A CAREFUL EXAMINATION HAS BEEN MADE OF THE ITEM OF THE ACCOMPANYING SPECIFICATIONS INCLUDED IN THIS BID SHEET AND THE UNDERSIGNED UNDERSTANDS ALL OF THE REQUIREMENTS OF SAME. IT IS FURTHER UNDERSTOOD THAT THE UNDERSIGNED WILL CONTRACT TO DELIVER WITHIN THE SPECIFIED TIME, DATE, AFTER THE ISSUANCE OF THE CITY'S PURCHASE ORDER, ANY ITEMS AND SERVICES AS CONTAINED IN THIS BID AND IN ACCORDANCE WITH SPECIFICATIONS; TO-WIT:

DOUBLE SHREDDED BROWN HARDWOOD MULCH AND INJECTION OF MULCH IN LANDSCAPE BEDS AND DELIVERY AND INSTALLATION OF PLAYGROUND MULCH THROUGHOUT THE CITY

Installed Double Shredded Brown Hardwood Mulch at 1 1/2" depth in city landscape beds as follows:

- 80 CubicYards - Vernier Road Medians @\$ 38 /C.Y. \$ 3040
- 170 CubicYards - Mack Avenue Medians @\$ 38 /C.Y. \$ 6460
- 30 CubicYards - D.P.W. @\$ 38 /C.Y. \$ 1140
- 35 CubicYards - City Hall @\$ 38 /C.Y. \$ 1330

Installed Double Shredded Brown Hardwood Mulch at 2" to 2 1/2" depth at Lake Front Park as follows:

- 160 Cubic Yards - Lake Front Park @\$ 38 /C.Y. \$ 6080

200 Cubic Yards of Bulk Double Shredded Brown Hardwood Mulch @\$ 18 /C.Y.

- Delivered to DPW \$ 3600

Installed Certified ASTM Engineered Wood Fiber Playground Mulch in city parks as follows:

- 30 CubicYards - Chene-Trombley Park @\$ 39 /C.Y. \$ 1170
- 55 CubicYards - Ghesquiere Park @\$ 39 /C.Y. \$ 2145
- 50 CubicYards - Lake Front Park @\$ 39 /C.Y. \$ 1950
- 60 CubicYards - Sweeney Park @\$ 39 /C.Y. \$ 2340

TOTAL COST \$ 24,255

Twenty Nine Thousand, Two Hundred + Fifty-five only
TOTAL COST IN WRITING

DELIVERY DATE April, 2023

COMPANY NAME Unique clips LLC

CONTACT PERSON Jason Provencher

TELEPHONE 586 863 8530 FAX ---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

OK!
J.A.

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		✓ 13935
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
UNIQUE CLIPS, LLC
23075 27 MILE RD
RAY, MI 48096-3900 ✓

3/22/23 162-394-1

COVERAGES

CERTIFICATE NUMBER: 8

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	✓	N	6151312	04/27/2022	04/27/2023 ✓	EACH OCCURRENCE	✓ \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS & COMPI/OP ACC	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS OWNLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6151312	04/27/2022	04/27/2023 ✓	COMBINED SINGLE LIMIT (Ea accident)	✓ \$1,000,000
							BODILY INJURY (Per Person)	
							BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per Accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	6151313	04/27/2022	04/27/2023 ✓	EACH OCCURRENCE	✓ \$5,000,000
							AGGREGATE	\$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1813630	04/27/2022	04/27/2023 ✓	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT	✓ \$1,000,000
							E.L DISEASE -EA EMPLOYEE	\$1,000,000
							E.L DISEASE -POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSURED ALSO INCLUDES THE CITY OF GROSSE POINTE WOODS, ALL EMPLOYEES, ELECTED AND APPOINTED OFFICIALS, BOARDS AND COMMISSIONS AND VOLUNTEERS.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT. ✓

CERTIFICATE HOLDER

162-394-1
CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA DR
GROSSE POINTE WOODS, MI 48236-2343 ✓

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicholas R. Zaver

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Grosse Pointe Woods 20025 Mack Plaza DR Grosse Pointe Woods, MI 48236 <div style="text-align: right; margin-right: 20px;">✓</div>	Any coverage provided by this endorsement applies only to landscaping work for the City of Grosse Point Woods. Subject to the terms and conditions of the policy, Additional Insureds also includes The City of Grosse Point Woods, all employees, elected and appointed officials, boards and commissions and volunteers.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured:

Unique Clips, LLC
23075 27 Mile Rd
Ray, MI 48096-3900