



**CITY OF GROSSE POINTE WOODS  
DEPARTMENT OF PUBLIC SAFETY**

**Date:** February 22, 2023  
**To:** Frank Schulte, City Administrator  
**From:** John G. Kosanke, Director of Public Safety  
**Subject:** Request for Approval of Landscaping Contract

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For the past eight years, the City has utilized the services of Nu Appearance Maintenance, Inc. (a/k/a Nu Appearance Landscaping) located in Harper Woods. The service provides the City with lawn maintenance for code violations. The current one-year contract began on April 04, 2022 and will expire on March 31, 2023.

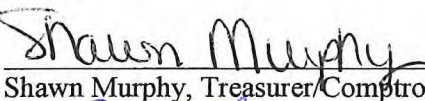
Nu Appearance has consistently provided the City with good service and quick response time. It is my recommendation that a new contract, with all the terms and conditions currently in place, be created and approved for a three-year period ending on March 31, 2026. There will be no price increase during the second and third years of the contract. The City Attorney has already reviewed and approved the contract. The new contract will have an increase of 4% compared to the previous contract. This is a budgeted item in account 101-349-818.001 (Contractual Services – Public Safety Fringes).

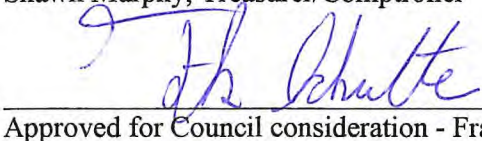
Included in this packet are the Service Agreement, Landscaping Proposal (Exhibit A), and Certificate of Liability Insurance.

Recommend approval of the above stated and do not believe any benefit will accrue to the City to seek further competitive bids and that the City Council authorize the City Administrator to enter into an agreement with Nu Appearance Maintenance, Inc. (a/k/a Nu Appearance Landscaping) , 19942 Harper Avenue, Harper Woods, MI 48225, for three years from April 01, 2023 through March 31, 2026.

Thank you for your consideration.

  
John G. Kosanke, Director of Public Safety

  
Shawn Murphy, Treasurer/Comptroller

  
Approved for Council consideration - Frank Schulte, City Administrator

RECEIVED

FEB 23 2023

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

**SERVICE AGREEMENT FOR  
NU APPEARANCE LANDSCAPING**

This Agreement entered into this 1st day of April, 2023 between the City of Grosse Pointe Woods (“CITY”) and Nu Appearance Maintenance, Inc. (a/k/a Nu Appearance Landscaping) (“NU”) located at 19942 Harper Avenue, Harper Woods, MI 48225.

**WHEREAS**, the Grosse Pointe Woods City Council on February 27, 2023, awarded NU Appearance a contract to provide landscaping and lawn mowing services within the City of Grosse Pointe Woods, and;

**WHEREAS**, the parties wish to clarify their respective duties and responsibilities under the contract as set forth in this Agreement.

**IT IS AGREED:**

1. Award of Contract. NU is hereby awarded the contract to perform services for the CITY as specified in the attached specifications, Exhibit A, incorporated by reference and made a part of this Agreement.
2. Term of Contract. This contract will be for a period of April 01, 2023 to March 31, 2026.
3. Availability of Service. NU will provide the services described in the contract to the CITY on an as needed basis within 48 hours of a request, weather permitting.
4. Rates. The rates to be charged by NU are determined in attached Exhibit A.
5. Record of Receipts. On a monthly basis, NU will provide the CITY a record of all services rendered during the period for which payment is made. The records supplied to the CITY shall contain the following information:
  - a. The date the service was rendered;
  - b. The nature of the service rendered and;
  - c. The address where the service was rendered;
  - d. Invoices for the work on a monthly basis.
6. Inspection of books and records by CITY. The CITY shall have the right to inspect NU’s books and records (as they pertain to service charges under this Agreement) on NU’s premises during normal business hours.
7. Compliance with City Ordinances. NU shall be required to comply with all City Ordinances and pertinent state laws during the terms of this Agreement including but not limited to hours of operation.

8. Termination of Contract. In the event the CITY determines that NU is in breach of this Agreement, it shall so notify NU in writing mailed or delivered to NU's place of business. NU shall then be granted ten (10) days to correct its breach. Failure to do so will authorize the CITY to terminate the Agreement.

Notwithstanding anything to the contrary, the contract may be cancelled by either the CITY or NU for any reason or no reason by giving thirty (30) days written notice.

9. Insurance. NU will supply the CITY with evidence, as requested from time to time by the City, that the City, its elected and appointed officials, and employees are named as additional insureds for at least One Million Dollars (\$1,000,000) of liability insurance shown on the required Certificate of Insurance for the following:
- a. Commercial General Liability;
  - b. Auto Insurance;
  - c. Workers compensation.

The Certificate of Insurance shall also indicate that the City is entitled to written notice within 10 days of any change in the insurance policy.

The insurance company issuing the policy shall have an A rating or better.

10. City Indemnification. NU agrees to indemnify and hold harmless the CITY from any actions, suits, debts, judgments, damages and/or claims arising out of NU's performance of this Agreement.
11. Purchase Order. A standard Grosse Pointe Woods Purchase Order will be issued with additional terms and conditions.

**IN WITNESS WHEREOF** the parties have signed this Agreement on the date first written above.

**WITNESS:**

**City of Grosse Pointe Woods**

\_\_\_\_\_  
By: Frank Schulte  
City Administrator

**NuAppearance Landscaping**

\_\_\_\_\_  
By: Scott A. Ketter  
Its: Owner

EXHIBIT A

**REQUEST FOR BID**  
**Landscaping Proposal for the City of Grosse Pointe Woods**  
**April 01, 2023 – March 31<sup>st</sup> 2026**

<b>Lawn Maintenance (Cut &amp; Trim)</b> <b>Various Lot Sizes:</b>	<b>AMOUNT</b>
40' x 120'	45.00
60' x 150'	55.00
90' x 200'	88.00
100' x 300' & larger	110.00
<b>Shrub Trimming:</b>	
Evergreen & Deciduous Shrubs	45.00 / per man hour
Removal/Disposal of Debris of Property	30.00 / per cubic yd.
<b>Spraying:</b>	
Spray Cracks & Crevices for Weeds on Concrete Areas:	15.00 <sup>GALLON</sup> / <del>per hour</del>
<b>Miscellaneous Service Call:</b>	
Non-Mowing	45.00 <sup>MAN</sup> / per hour
Heavy Equipment	95.00 / per hour

CONTACT NAME/APPLICANT: SCOTT KETTLER

MDA LICENSE # (Must provide copy): 820087

COMPANY NAME: NU APPEARANCE MAINTENANCE INC,

ADDRESS: 19942 HARPER AVE. HARPER WOODS 48225

PHONE: 313-884-0515 FAX: 313-886-7276

e-MAIL: NUAPPEARANCE@COMCAST.NET

SIGNATURE: Scott Kettler DATE: 2/3/2023





**PIONEER STATE MUTUAL INSURANCE COMPANY**  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person(s) or organization(s) for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy; and
2. Any other the person(s) or organization(s) you are required to add as an additional insured under the contractor or agreement described in Paragraph 1. Above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. "Your work" at the location designated in the written contract or written agreement for that additional insured and included in the "products-completed operations hazard"; or
- c. 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) shown in the Declarations and designated in the written contract or written agreement.

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 written contract or written 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. The written contract or written agreement must be:**

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury".

**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 written contract or written agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**D. As respects the coverage provided under this endorsement, Paragraph 4.b Section IV - Commercial General Liability Conditions is amended with the addition of the following:**

**b. Excess insurance**

This insurance is excess over:

Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that the insurance be either primary or primary and noncontributory. Where required by written contract or written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributory with this insurance. When this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.