

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

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

RECEIVED

FEB 2 3 2023

CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

Shawn Murphy, Treasurer/Comptroller

Approved for Council consideration - Frank Schulte, City Administrator

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. <u>Award of Contract</u>. 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. <u>Term of Contract</u>. This contract will be for a period of April 01, 2023 to March 31, 2026.
- 3. <u>Availability of Service</u>. 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. <u>Inspection of books and records by CITY</u>. 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. <u>Compliance with City Ordinances</u>. 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. <u>Termination of Contract</u>. 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. <u>Insurance</u>. 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. <u>City Indemnification.</u> 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. <u>Purchase Order</u>. 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

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

Lawn Maintenance (Cut & Trim) Various Lot Sizes:	AMOUNT		
40' x 120'	45,60		
60' x 150'	55.00		
90' x 200'	88,00		
100' x 300' & larger	110.00		
Shrub Trimming:			
Evergreen & Deciduous Shrubs	45.00/ per man hour		
Removal/Disposal of Debris of Property	30.00/per cubic yd.		
Spraying:			
Spray Cracks & Crevices for Weeds on Concrete Areas:	15,00 /perhous		
Miscellaneous Service Call:			
Non-Mowing	45,00 / 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: NUAPPEARANGE@COMCAST, NET					
SIGNATURE: DATE: 2/3/2023					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/18/2023

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.

this certificate does not confer ri	ghts to the o	ertifi	cate holder in lieu of suc		The state of the s			1874
PRODUCER				CONTAC NAME:	Official ray	ор	441	
Morris Insurance Group, Inc.	,	P	,	PHONE (A/C, No	Ext). (586) 5	69-0440	FAX (A/C, No): (586	569-0384
Little-Killebrew-Steiger	V	OF	· ,	E-MAIL ADDRES	ss: shelle.kip	p@MorrisInsu	ranceGroup.com	
22440 Hall Road	4.	A	,			SURER(S) AFFOI	RDING COVERAGE	NAIC#
Clinton Township 2/23/22 MI 48036				INSURER A : Pioneer State Mutual Insurance				18309
INSURED 2/23/23 WII 40000				Assident Fund National				12305
				INSURER B:				15
Nu Appearance Maintenance Inc				INSURER C:				
19942 Harper Ave				INSURER D:				
Harper Woods			MI 48225-1759	INSURER E:				
	OFFICIO	A.T.E.		INSURE	RF:	_	DEVICION NUMBER	1
COVERAGES THIS IS TO CERTIFY THAT THE POLICE	CERTIFIC		NOMBER.	LICCLIED	TO THE INCH	DED NAMED A	REVISION NUMBER:	
INDICATED. NOTWITHSTANDING AN' CERTIFICATE MAY BE ISSUED OR MA EXCLUSIONS AND CONDITIONS OF S	Y REQUIREME Y PERTAIN, TH SUCH POLICIES	NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY SURANCE AFFORDED BY TH IITS SHOWN MAY HAVE BEEI	CONTRA	ACT OR OTHER ES DESCRIBE ED BY PAID C	R DOCUMENT ' D HEREIN IS S LAIMS.	WITH RESPECT TO WHICH THIS	
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	/
COMMERCIAL GENERAL LIABILIT							EAGIT GOODINITEITOE	000,000
CLAIMS-MADE X OCCU	IR /					./	DAMAGE TO RENTED \$ 25	0,000
x as per written contract	"					V	MED EXP (Any one person) \$ 5,0	000
A	Υ Υ	1	PK00001149		07/19/2022	07/19/2023	PERSONAL & ADV INJURY \$ 1,0	000,000
GEN'L AGGREGATE LIMIT APPLIES PER:		8						000,000
POLICY PRO- JECT LOI								000,000
OTHER:							s	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT \$ 1,0	000,000
			L A va	/1		/	BODILY INJURY (Per person) \$	
ANY AUTO OWNED SCHEDULED	.ED		CA00303217		07/19/2022	07/19/2023	BODILY INJURY (Per accident) \$	
AUTOS ONLY AUTOS NON-OWN	NED		0/100000217		0111012022	01110/2020	PROPERTY DAMAGE (Per accident) \$	
AUTOS ONLY AUTOS OF	NLY						(Per accident)	
							11	000,000
➤ UMBRELLA LIAB ➤ OCCU	IR.		01100000000		07/40/2022	07/40/2022	EACH COCONNENCE	000,000
	IS-MADE		CU00000889		07/19/2022	07/19/2023	AGGREGATE \$ 1,0	000,000
DED RETENTION \$ 0							\$ OTH.	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N			07/19/2022	07/19/2023	X PER STATUTE OTH-	200 000	
B ANY PROPRIETOR/PARTNER/EXECUTIVE	Y N/A		100045278			L.L. LACITACCIDEITI	000,000	
(Mandatory in NH)						L.L. DIOLAGE - LA LIMI LOTEL 4	000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 1,0	000,000
				i i				
				- 4				
DESCRIPTION OF OPERATIONS / LOCATIONS	VEHICLES (AC	ORD 1	01, Additional Remarks Schedule,	, may be at	tached if more s	pace is required)		
The City of Grosse Pointe Woods, all er				s and con	nmission and v	olunteers is in	cluded as an additionally	
insured with respect to operations perfo	rmed by the na	amed	insured.					
	/							
V								
CERTIFICATE HOLDER		_		CANC	ELLATION			
- mixili 10/11 m 110 mb mix		-					WARE COMMITTEE TO THE	
							SCRIBED POLICIES BE CANCELL	ED BEFORE
							F, NOTICE WILL BE DELIVERED IN Y PROVISIONS.	

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Grosse Pointe Woods 20025 Mack Plaza Dr

Grosse Pointe Woods

MI 48236

AUTHORIZED REPRESENTATIVE

PIONEER STATE MUTUAL INSURANCE COMPANY THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READY 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:
 - 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
 - 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:
 - 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 contingent, excess or primary basis.