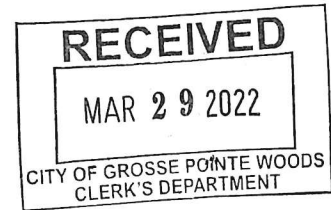


MEMO 22 – 14

TO: Frank Schulte, City Administrator  
FROM: James Kowalski, Director of Public Services *J.K.*  
DATE: March 24, 2022  
SUBJECT: Recommendation – Landscape Services



Marshall Landscape has been providing landscape services to the City of Grosse Pointe Woods for the past 24 years. They are fully insured and bonded and their work is satisfactory. Brett Marshall has provided pricing for another 3-year agreement for fiscal years 2022/2023, 2023/2024, and 2024/2025. The agreement will include all current turf fertilizing and pest management services at City Hall, on Mack Avenue, all city owned parks, and round up application as needed on various parking lots and sidewalks.

I recommend approval of a 3-year agreement with Marshall Landscape, Inc., 24343 Gibson Dr., Warren, MI 48089 to provide landscape services to the City in an amount of \$18,449.00 in fiscal years 2022/2023, 2023/2024, and 2024/2025. This is a budgeted item that will be included in each fiscal year budget in accounts 101-774-818.102 in the amount of \$3,500.00, 101-775-818.000 in the amount of \$3,024.00, 202-463-818.000 in the amount of \$7,525.00, and 585-561-818.000 in the amount of \$4,400.00.

Attached is a copy of the proposed contract approved by the city attorney and used in prior years that will be effective from July 1, 2022 through June 30, 2025, as well as a current certificate of insurance. I do not believe any benefit will accrue to the city by seeking additional bids.

Please contact me if you have any questions concerning this matter.

Recommend approval of the above stated and do not believe any benefit will accrue to the City by seeking further competitive bids. Approved for Council consideration.

*Frank Schulte*  
\_\_\_\_\_  
Frank Schulte, City Administrator

*3-29-22*  
\_\_\_\_\_  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

*Shawn Murphy*  
\_\_\_\_\_  
Shawn Murphy, Treasurer/Comptroller

*3-29-2022*  
\_\_\_\_\_  
Date

## LANDSCAPE SERVICES CONTRACT

**THIS AGREEMENT**, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Grosse Pointe Woods, a Municipal Corporation, Wayne County, Michigan, ("City), and Marshall Landscape, Inc. ("Contractor").

### **WITNESSETH:**

**WHEREAS**, the City has accepted a written proposal from the Contractor to provide landscape services on City property within the City of Grosse Pointe Woods for a three-year period from July 1, 2022 through June 30, 2025, and the offer has been accepted by the City Council on \_\_\_\_\_,

**NOW THEREFORE**, in consideration of the mutual undertakings of the parties it is agreed by and between the parties as follows:

1. The contract documents consisting of the offer received from Marshall Landscape, Inc. dated January 27, 2022 (Ex. A), and the recommendation memo dated March 24, 2022 (Ex. B) approved by City Council on \_\_\_\_\_ (collectively referred to as "the contract documents") shall be incorporated herein by reference, and shall become a part of this contract, and shall be binding upon both parties. The terms of this landscape services contract shall control in the event of any inconsistency between this contract and the documents incorporated by reference.

2. The Contractor agrees that it will, during the term of this contract or any extension, provide all turf fertilizing and pest management services in accordance with the contract and contract documents, past practice, and in compliance with all provisions of applicable Federal, State and local laws pertaining to the functions to be performed hereunder.

3. The City agrees that it will, upon satisfactory performance of the work as required, pay to the Contractor the amounts specified in its proposal, at the time provided in the contract documents.

4. This contract shall commence JULY 1, 2022 effective through JUNE 30, 2025.

5. The Contractor agrees to indemnify, defend and hold the City harmless from any and all claims or damages occasioned by, or arising out of, or in connection with, the performance of its duties hereunder, and agrees to secure and keep in force public liability insurance and property damage insurance, all as required by the contract documents. The Contractor is required to list the City of Grosse Pointe Woods as an additional insured.

6. In the event the Contractor shall fail, neglect or refuse to perform any and all of its duties under the contract, the City may perform such duties, and charge all costs incurred in connection therewith to the Contractor, and may deduct such costs from any monies due, or to become due to the Contractor. Such remedy shall be non-exclusive of any other remedies the City may have, and the exercise thereof shall be in addition to, and without prejudice to, whatever other rights the City may have against the Contractor in the event of a breach.

7. This contract and contract documents represents the entire agreement of the parties. Any modifications must be in writing.

Witnessed by:

**CITY OF GROSSE POINTE WOODS, MI**  
A Municipal Corporation

\_\_\_\_\_

BY: \_\_\_\_\_  
Frank Schulte, City Administrator

**MARSHALL LANDSCAPE, INC.**  
Contractor

\_\_\_\_\_

BY: \_\_\_\_\_  
Brett Marshall, Owner/President



24343 Gibson  
Warren, MI 48089  
www.marshalllandscape.com

(586) 427-6577 Macomb  
(313) 885-7272 Wayne  
(586) 427-6926 Fax



*Turf Grass Services • Plant Health Care • Exterior Pest Control • Athletic Field Maintenance*

City of Grosse Pointe Woods  
James Kowalski  
1200 Parkway Drive  
Grosse Pointe Woods, MI 48236

January 27, 2022

Turf fertilization and pest control services for 2022-2024 Season

<u>Turf applications</u>	<u>Cost per</u>	<u>Total</u>
Cul-de-sacs	\$525.00	525.00
Municipal Parks / Various areas	3,529.00	3,529.00
Mack Ave Islands	1,100.00	1,100.00
Grosse Pointe Woods Municipal Building, Vernier Road islands	615.00	1,230.00
<u>Exterior nuisance pest control</u>		
Lakefront Park only		
Guardhouse/ gazebos/ picnic shelters	555.00	1,111.00
Grosse Pointe Woods		
Municipal building	302.00	604.00
<u>Fungicide program</u>		
Grosse Pointe Woods Municipal building		
Crabapples and Pear trees	775.00	1,550.00
<u>Round-up Application</u>		
Various parking lots, sidewalks per DPW	4,400.00	<u>8,800.00</u>
Total Annual Cost		\$ 18,449.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2011

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).

<b>PRODUCER</b> Morris Insurance Group, Inc. Little-Killebrew-Steiger 22440 Hall Road Clinton Township MI 48036		<b>CONTACT NAME:</b> Shelle Kipp <b>PHONE (A/C, No, Ext):</b> (586) 569-0440 <b>FAX (A/C, No):</b> (586) 569-0384 <b>E-MAIL ADDRESS:</b> shelle.kipp@MorrisInsuranceGroup.com	
<b>INSURED</b> Marshall Landscape Inc 24343 Gibson Dr Warren MI 48089-4319		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Frankenmuth Mutual A INSURER B: Accident Fund National A INSURER C: OK INSURER D: +24 INSURER E: 3/25/27 INSURER F:	
		<b>NAIC #</b> 13986 12305	

**COVERAGES****CERTIFICATE NUMBER:** 2021 2022**REVISION NUMBER:**


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 SUBR INSD 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:	Y	6704293	10/08/2021	10/08/2022	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		6704292	10/08/2021	10/08/2022	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6704293	10/08/2021	10/08/2022	EACH OCCURRENCE \$ 2,000,000 ✓ AGGREGATE \$ 2,000,000 \$
B	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	WCV6174423	10/08/2021	10/08/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Grosse Pointe Woods is Additional Insured with respect to operations performed by the named insured. ✓

**CERTIFICATE HOLDER****CANCELLATION**

City of Grosse Pointe Woods 20025 Mack Ave Grosse Pointe Woods MI 48236	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 
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Agent No. 0210603

**CASUALTY EVIDENCE OF INSURANCE**

<b>Insured:</b> MARSHALL LANDSCAPE INC 24343 Gibson Dr Warren, MI 48089-4319		<b>Agent:</b> Morris Insurance Group, Inc. 22440 Hall Rd. Clinton Township, MI 48036  (586)569-0440	
<b>Policy Number:</b> 6704293		<b>Effective Date:</b> 10/08/2021	<b>Expiration Date:</b> 10/08/2022
<b>This Evidence of Insurance</b> verifies that the insurance coverages and limits shown below have been issued to the named insured by the above insurer. Coverage is in force as of the effective date shown above. These coverages are subject to the policy provisions. This evidence of insurance is issued as a matter of information only and confers no rights upon the evidence holder. This evidence if insurance does not amend, extend, or alter the coverage, terms, exclusions and conditions afforded by the policy or policies referenced herein.			
<b>COVERAGES</b>			
<b>Type</b>	<b>Location(s)/Description(s)</b>	<b>Limits of Insurance</b>	<b>Deductible</b>
Commercial General Liability	1 24343 Gibson Dr Warren, MI 48089-4319	Each Occurrence \$1,000,000	None
	2 24295 Gibson Dr Warren, MI 48089-4318	General Aggregate \$2,000,000	
		Products Completed Operations Aggregate \$2,000,000	
		Personal & Advertising Injury \$1,000,000	
		Damage to Premises Rented To You \$750,000	
		Medical Payments \$10,000	
		<b>THE LIABILITY LIMITS SHOWN MAY HAVE BEEN REDUCED BY A PAID CLAIM.</b>	
<b>Special Conditions/Other Coverages:</b>			
<b>ADDITIONAL INTEREST NAME AND ADDRESS</b>			
CITY OF GROSSE POINTE WOODS 1200 Parkway Dr Grosse Pointe Woods, MI 48236-1234		Type of Interest: Owners, Lessees Or Contractors - Scheduled Person Or Organization (CG 20 10 ed 04 13)	

FM768(1-12)