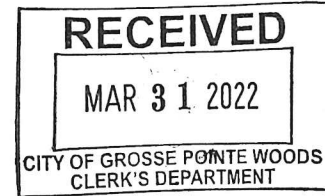


**CITY OF GROSSE POINTE WOODS
BUILDING DEPARTMENT
MEMORANDUM**

TO: Mayor & City Council
FROM: Gene Tutag, Building Official *GT*
DATE: March 30, 2022
SUBJECT: Nu Appearance Landscaping – Request to Renew Contract



The Building Department continues to be extremely satisfied with Nu Appearance Landscaping service since April 2014. They have continually performed landscaping and court ordered cleanups of properties without any problems or complaints from the Building Department or our Residents.

The Building Department is requesting to extend the service agreement with Nu Appearance Landscaping thru March 31, 2023 as they have offered to accept another one year extension with terms and pricing to remain unchanged from their original contract dated March 10, 2014.

Attachments
Nu-Appearance agreement extension e-mail – 3/30/2022
Copy of existing contract
Certificate of Liability Insurance (expires 7/19/2022)

Recommend approval of the above stated, do not believe any benefit will accrue to the City to seek further competitive bids, and appropriate funds are available for this expenditure:



Frank Schulte, City Administrator

3-31-22

Date



Shawn Murphy, City Treasurer/Comptroller

3-31-2022

Date

Council Approval Required

Date

Josephine Modrack

From: NU APPEARANCE MAINTENANCE APPEARANCE <nuappearance@comcast.net>
Sent: Wednesday, March 30, 2022 8:38 AM
To: Josephine Modrack
Subject: RE: GPW Contract Renewal

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

Good morning Josie,

This e-mail confirms NU Appearance's intention to renew the existing agreement through 3/31/2023. After the council meeting and at your earliest convenience, please forward an updated Purchase Order for the extended year 2022-2023.
Sally will also forward you an updated insurance certificate.

Thank you!
Scott Kettler
NU Appearance Maintenance, Inc.

On 03/29/2022 2:29 PM Josephine Modrack <jmodrack@gpwmj.us> wrote:

Hi Scott,

Thank you for taking my call earlier – could we receive written confirmation that Nu Appearance would like to move forward with the contract with Grosse Pointe Woods as is, for the year 2022-2023.

Thank you!

Josie Modrack

Confidential Administrative Assistant

**SERVICE AGREEMENT FOR
NU APPEARANCE LANDSCAPING**

This Agreement entered into this 1st day of MARCH, 2021 between the City of Grosse Pointe Woods ("CITY") and NuAppearance 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 March 1 2021, awarded NU 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, 2021 to March 31, 2022.
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 it is adequately insured in accordance with Exhibit A for the following:
- a. Commercial General Liability;
 - b. Auto Insurance;
 - c. Workers compensation.

The City of Grosse Pointe Woods shall be named as an additional insured under the commercial general liability policy.

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:

Susan R. Combs

City of Grosse Pointe Woods

Bruce Smith
By: Bruce Smith
City Administrator

Approved for Signature:

Lisa A. Anderson

Lisa Anderson
By: Lisa Anderson
City Attorney

[Signatures Continue on Next Page]

Sally M. Sabo
SALLY M. SABO

NuAppearance Landscaping

By: Scott A. Ketter

Scott A. Ketter

Its: Owner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2021

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 Morris Insurance Group, Inc. Little-Killebrew-Stelger 22440 Hall Road Clinton Township MI 48036		CONTACT NAME: Shelle Kipp PHONE (A/C, No, Ext): (586) 569-0440 FAX (A/C, No): (586) 569-0384 E-MAIL ADDRESS: shelle.kipp@MorrisInsuranceGroup.com	
INSURED Nu Appearance Maintenance Inc 19942 Harper Ave Harper Woods MI 48225-1759		INSURER(S) AFFORDING COVERAGE INSURER A: Pioneer State Mutual Insurance NAIC # 18309 INSURER B: Accident Fund National NAIC # 12305 INSURER C: INSURER D: INSURER E: INSURER F:	

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 INSD	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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PK00001149	07/19/2021	07/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA00303217	07/19/2021	07/19/2022	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 \$ 0			CU00000889	07/19/2021	07/19/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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/A	WCV6170201	07/19/2021	07/19/2022	<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 General Liability when written contract applies.

CERTIFICATE HOLDER

CANCELLATION

City of Grosse Pointe Woods
20025 Mack Plaza Dr

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

Debra Morris

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