



CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org

December 14, 2023

TO: Mayor and Common Council
FROM: Board of Public Works
SUBJECT: AGMT-23-11 with Serenity Farm Landscaping, Inc

Dear Mayor and Common Council:

At the December 13, 2023 Board of Public Works meeting, the Board met to approve entering into AGMT-23-11 with Serenity Farm Landscaping, Inc, to remove 13 Ash Trees at 2301 Clay Pit Road as outlined in "Exhibit A".

"Moved by Alderperson Reckelberg, seconded by Alderperson Czekala, to enter into the agreement. Ayes, 6. Nays, none."

Very Truly Yours,

Mackenzie Reed
Secretary Board of Public Works

CONTRACT

This contract is made and entered into this 14th day of December, 2023, by and between Serenity Farm Landscaping, Inc. (hereinafter "Contractor"), located at 2803 Old Park Road, Sheboygan, WI 53081 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, Serenity Farm Landscaping, Inc. located at 2803 Old Park Road, Sheboygan, WI 53081, intends to remove 13 Ash Trees at 2301 Clay Pit Road as outlined in "Exhibit A", Serenity Farm Landscaping Proposal.

WHEREAS, Serenity Farm Landscaping, Inc. has the ability to perform the required work needed for tree removal, stumps flush cut and disposal of all wood as required:

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Scope of Work. The Contractor agrees to perform the following work and/or furnish the following labor and materials in accordance with the terms of this contract:

All work shall be performed in accordance with the City of Manitowoc's Standard Specifications for Public Works Construction.

See listing of tasks for this project. (Attached are "Exhibit A).

3. Contract Price. The City agrees to pay to the Contractor for the performance of this contract the sum not to exceed **\$11,878.00**.
4. Schedule. Contractor agrees to commence work under this Contract upon its execution and complete performance of this contract in accordance with the City of Manitowoc's Standard Specifications, which are made part of this Contract and are incorporated by reference. The contract completion date shall be **January 31, 2023**.
5. Liquidated Damages. **For every calendar day** of delay in the completion of the work beyond the time specified, unless extended by written agreement, there shall be deducted from the amount due under this Contract as fixed, agreed and liquidated damages, the sum of **One-Hundred Dollars (\$100)**.
6. Payment Schedule. Requests for payment shall be made to the Director of Public Infrastructure. The Director of Public Infrastructure shall make a recommendation on the payment request and submit the same to the City's Board of Public Works when applicable. Contractor shall be entitled to payment within 30 days following approval by the Director of Public Infrastructure. The Contractor shall be required to submit a Lien Waiver prior to the City processing the final payment.

7. **Assignment and Subcontracting.** Contractor shall not be permitted to sign or subcontract any of the work hereunder without the prior written consent of the City.
8. **Insurance and Bonding.** Prior to commencing work hereunder, Contractor shall provide City, for approval by the City Attorney, a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate, property damage limits of not less than \$500,000.00 per occurrence, and shall carry the statutory amounts for worker's compensation insurance. Contractor shall include with the Certificate of Insurance two endorsements, one endorsement naming the City of Manitowoc as an additional insured, and a second endorsement giving City thirty (30) days prior notice of non-renewal, modification or cancellation.
9. **Applicable Statutes.** Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.
10. **Sales Tax Exemption.** The Contractor shall be required to comply with Chapter 77 of Wisconsin State Statutes and more specifically Section 77.54(9m) as it relates to the sales tax exemption for building materials that become part of a facility for a local unit of government. (This is also known as 2015 Wisconsin Act 126).
11. **Contract Notice.** Per Wisconsin State Statutes 62.15, a Class I notice has been executed and published for this work on December 12th, 2023.
12. **Other Indebtedness to City.** It is understood and agreed by the parties hereto that whenever a contractor is for any reason indebted to the City of Manitowoc, the contractor consents that the City of Manitowoc through its officials shall and may, deduct and retain, any such balance out of the money or monies which may be due or become due to the contractor under this contract.
13. **Indemnify.** Contractor shall defend, indemnify and hold harmless the City of Manitowoc, its officials, officers, employees, representatives and agents against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed under this Contract where the injury, damage, or death is caused by negligence or willful misconduct on the part of the Contractor, subcontractor, officers, employees, or agents.
14. **Default.** In the event of default or breach in the performance of any of the obligations, covenants, representations or duties under the terms of this Contract by either party, the non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall cure such default within thirty (30) days of receiving written notice from non-defaulting party, except that the cure period may be extended to a reasonable time to cure any default that cannot reasonably be cured with the thirty (30) day period, provided that the defaulting party has commenced to cure within the thirty (30) day period and diligently pursues a cure at all times thereafter until the default is

cured. The defaulting party shall be responsible for the payment to the non-defaulting party of any outstanding fees, charges or expenses that were incurred by the non-defaulting party on behalf of the defaulting party.

15. **Permits.** No Permits are anticipated for this project.
16. **Termination.** Either party may terminate this Contract with ten (10) days written notice to the other party.
17. **Notice and Demands.** A notice, demand or other communication under this Contract by any party to the other party shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the party intended, if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and addressed to or personally delivered to:

CITY:
City Clerk
900 Quay Street
Manitowoc, WI 54220

CONTRACTOR:
Serenity Farm Landscaping, Inc.
2803 Old Park Road
Sheboygan, WI 53081

Notice and demand given shall be effective only if and when received by the party intended and acknowledged by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

18. **Assignment.** This Contract is not assignable without prior written consent of City.
19. **Severability.** If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. **Amendments.** This Contract can only be amended or modified in writing and signed by the parties involved.
21. **Integration.** This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. **Survival of Provisions.** All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. **Choice of Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. **Heading.** The section titles have been inserted in this Contract primarily for convenience,

and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

25. **Remedies Cumulative.** All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in a writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. **Construction.** All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.
27. **Authority.** The undersigned hereby represents and warrants that it has the authority to enter into this Contract. If the party entering into this Contract is not an individual, the person(s) signing on behalf of the entity represents and warrants that they have been duly authorized to bind the entity and sign this Contract on the entity's behalf.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

SOLE PROPRIETORSHIP OR PARTNERSHIP

CORPORATION

Name of Proprietor or Partnership

Serenity Farm Landscaping
Name of Corporation

Sole Proprietor or Partner (Seal)

By: Andrew J. Kissel (Seal)
President

Partner (Seal)

Attest:

Secretary

Partner (Seal)

CORPORATE SEAL

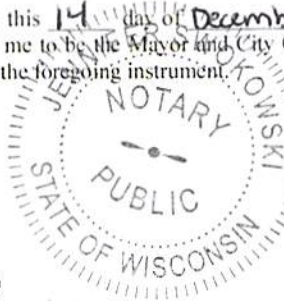
CITY OF MANITOWOC

By: Justin M. Nickels
Justin M. Nickels, Mayor

Attest: Mackenzie Reed
Mackenzie Reed, City Clerk/Deputy Treasurer

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 14 day of December, 2023, the above named Justin M. Nickels and Mackenzie Reed, known to me to be the Mayor and City Clerk/Deputy Treasurer of the City of Manitowoc and acknowledge they executed the foregoing instrument.



Jennifer Sworowski
Notary Public Manitowoc County, WI
My commission (expires)(is) 11-26-24.

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me, this 11 day of December, 2023, the above named Andrew Kissel, President, for Serenity Farm Landscaping, Inc. and acknowledge they executed the foregoing instrument.

Kristi Guy
Notary Public Sheboygan County, WI
My commission (expires)(is) 3-28-2025



Proposal



Serenity Farm Landscaping, Inc.
 Andrew Kissel, President
 2803 Old Park Road
 Sheboygan, WI 53081
 Phone: 920-457-0314
 Email: office@serenityfarmlandscaping.com

Customer Information:	
City of Manitowoc Attn: Parks & Forestry Division 900 Quay St. Manitowoc, WI 54220	
Customer Phone	920-686-3580

Proposal Date:	12/4/2023
Terms	Net 30 days, 1½% / month
Proposal #:	23-588
Project	

Description	Total
Service Address: Park Site 2301 Clay Pit Road Manitowoc, WI 54220 Work to include: Removal of 13 Ash trees marked with a painted "X" -Stumps to be flush cut, no grinding included Materials / Equipment Included Merlo Roto Crane Grapplesaw Truck with Grapple Crane Brush Chipper & Chip Truck Mini Excavator with rotator head Saws Labor Offsite Disposal of all wood / slash Project Quote - Tax Where Applicable	11,878.00

THANK YOU FOR GIVING US THE OPPORTUNITY TO BID ON THIS PROJECT. IF YOU HAVE QUESTIONS, PLEASE CALL.	Total	\$11,878.00
	Tax where applicable (5.5%)	

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Signature _____ Signature _____

Date of Acceptance: _____ Initial here to consent to PHOTO/VIDEO RELEASE

I hereby grant permission to Serenity Farm Landscaping to use photographs and/or video of my property taken during the duration of this contract in publications, new releases, online, and in other communications related to Serenity Farm Landscaping.

NOTICE

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has the right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of its sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid.

Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, and original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount of not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2023

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 Okray Insurance Agency, LLC 2460 Plover Road Plover, WI 54467 License #: 18241029	CONTACT NAME: Camber Sannes	
	PHONE (A/C, No, Ext): (716)335-4549 FAX (A/C, No): (716)803-2176 E-MAIL ADDRESS: camber@okrayins.com	
INSURED Serenity Farm Landscaping Inc 2803 Old Park Rd Sheboygan, WI 53081-8969	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Auto-Owners	18988
	INSURER B: Auto-Owners	32700
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00006946-725737 REVISION NUMBER: 25

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	Y	61370532	03/10/2023	03/10/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		5437053201	03/10/2023	03/10/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		5437053203	03/10/2023	03/10/2024	EACH OCCURRENCE	\$ 3,000,000
						AGGREGATE	\$ 3,000,000
							\$
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 N/A	A106592314	03/10/2023	03/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						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)
The City of Manitowoc is named as an additional insured and will be given thirty (30) days prior notice of nonrenewal, modification, and/or cancellation.

CERTIFICATE HOLDER City of Manitowoc 900 Quat Street Manitowoc, WI 54220	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 <i>Camber Sannes</i> (CTS)
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