

CONTRACT

This contract is made and entered into this _____ day of _____, 2025, 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, shall remove 190 ash trees within Silver Creek Park in the City of Manitowoc as outlined in "Exhibit A", Proposal and "Exhibit B", Special Provisions and Conditions.

WHEREAS, Serenity Farm Landscaping, Inc. has the ability to perform the required work needed to cut and remove ash trees as well as clean up site area on a daily basis.

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.

The contractor and subcontractors must complete the included form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion, Lower Tier Covered Transactions.

See the Proposal listing tasks for this project, which are attached as "Exhibit A" and "Exhibit B".

3. Contract Price. The City agrees to pay to the Contractor for the performance of this contract the sum not to exceed **\$38,885.00**.
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 **November 21, 2025**.
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 **September 2, 2025**.
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 Contact 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**

Name of Proprietor or Partnership

(Seal)
Sole Proprietor or Partner

(Seal)
Partner

(Seal)
Partner

CORPORATION

Name of Corporation
By: _____ (Seal)
President
Attest:

Secretary

CORPORATE SEAL

CITY OF MANITOWOC

By: _____
Justin M. Nickels, Mayor
Attest:

Mackenzie Reed, City Clerk/Deputy Treasurer

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this _____ day of _____, 2025, 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.

Notary Public Manitowoc County, WI
My commission (expires)(is)_____.

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2025, the above named Andrew Kissel, President, for Serenity Farm Landscaping, Inc. and acknowledge they executed the foregoing instrument.

Notary Public Manitowoc County, WI
My commission (expires)(is)_____.

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

Proposal

Proposal #:	25-474
Proposal Date:	9/8/2025

Customer Billing Information

City of Manitowoc

Attn: Parks & Forestry Division

900 Quay St.

Manitowoc, WI 54220

Customer Phone: 920-686-3580

Project/Job Location

Silver Creek Park

3001 S 10th Street

Manitowoc, WI 54220

Description

Work to include: Removal of (190) Ash Trees per plans and specifications All wood to be hauled away offsite Brush to be chipped and blow onsite Materials / Equipment Included: Mecalac Excavator with Grapplesaw Mecalac Excavator with Grapple Brush Chipper & Chip Truck Tracked Skidsteer and attachments Log Truck with Crane & Debris Box Saws Labor Offsite disposal of wood debris	38,885.00
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THANK YOU FOR GIVING US THE OPPORTUNITY TO BID ON THIS PROJECT. IF YOU HAVE
QUESTIONS, PLEASE CALL.**Total****\$38,885.00****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.

SPECIAL PROVISIONS AND CONDITIONS

INTENT AND SCOPE

This project consists of tree removal work at Silver Creek Park in the City of Manitowoc.

All work shall be performed according to the plans and specifications, and to the satisfaction of the City Forester and Parks Project Manager.

The City of Manitowoc reserves the right to add or delete trees from this project.

The Contractor shall examine the site locations and inform themselves of all the conditions and obstacles that may be encountered **prior to bidding**.

The contractor and subcontractors must be complete the included form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion, Lower Tier Covered Transactions.

All work shall be performed in accordance with the City of Manitowoc's Standard Specifications for Public Works Construction and can be found on the City's website at <https://www.manitowoc.org/386/Standard-Specifications>.

CERTIFICATIONS

The Contractor shall be certified to remove trees and branches where utility (electrical wires) and communication lines run through or are in close proximity to the tree being removed.

All work shall be performed in accordance with OSHA standards and other applicable regulations.

STARTING AND COMPLETION DATES

No work shall start prior to the full execution of this Contract and/or prior to receiving the "Notice to Proceed" from the City.

All work shall be completed on or before November 21, 2025.

Failure to meet the Completion Date listed above may result in the assessment of Liquidated Damages.

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)**.

This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Owner from the Contractor by reason of inconvenience to the public and other items which have caused an expenditure of public funds resulting from the failure to complete the work within the time specified in the contract.

TRAFFIC AND SITE CONTROL

The Contractor shall be responsible for traffic control, including furnishing, installing, and maintaining all barricades, signs, cones, flags, etc. required to protect the safety of the traveling public and general park users in accordance with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and its supplements. It is anticipated the **Work shall be done while the park is open. No obstruction to vehicular or pedestrian traffic shall remain after the end of the daily work period.**

If the work cannot be done safely while park area is open, the Contractor may request a temporary closure with permission granted by the Director of Public Infrastructure or their designee prior to work commencing at a specific location.

The cost of barricading, signing, cones, flagging, street closure, etc. (traffic control) shall be considered incidental to the project and no compensation will be allowed.

PRE-CONSTRUCTION CONFERENCE

In accordance with Section 202 of the City's Standard Specifications for Public Works Construction, a pre-construction conference shall be held with the Contractor and the Forester prior to starting construction. The Contractor shall be prepared to discuss the construction schedule in detail, including access to abutting properties, especially the businesses, traffic control and detours.

TREE REMOVALS

All work shall be completed as per Section 700 of the City of Manitowoc's Standard Specifications for Public Works Construction.

The trees to be removed are of various diameters and located within a wooded area of Silver Creek Park.

The tree's diameter at breast height (DBH) measurement will be made at 4.5 feet above grade.

LAWN RESTORATION

The Contractor shall do their best to keep the mowed lawn areas of the park as rut free as possible. Any major rutting in lawn areas is the responsibility of the contractor to repair.

NOTIFICATION OF DAILY WORK

The Contractor shall be responsible for notifying the project manager or City Forester between 7:00AM and 8:30AM daily to report the location where the crew(s) will be working. The Contractor shall call between 8:00 AM and 4:00 PM to report the next day's schedule. Brock Wetenkamp, Parks Planner for the City of Manitowoc will serve as project manager for this removal and can be reached at (920) 323-8565. Abe Butler is the City Forester and can be reached at 920-323-1859.

WORK HOURS AND CONDITIONS

Hours of work shall be at the discretion of the Contractor. However, no work shall start before 6:00 a.m. and be completed by 6:00 p.m. each day. No work shall be performed on Sundays and holidays.

TREE LOCATIONS

All trees are located in Silver Creek Park along Lake Michigan just north of Silver Creek. Access is limited, so City staff will work with the contractor regarding best access routes. The City Forester and Engineer have marked the trees with a **Pink Slash** located on the south side of the tree. Any tree marked in a similar manner and is not on the list provided should be brought to the attention of the City Forester or the Project Manager.

CUT WOOD

All tree material, cut wood, limbs and branches will be removed from the property and become the property of the Contractor to do as they wish. Limbs and smaller trunks can also be mulched onsite. Arrangements can be made to temporarily store logs onsite, but must be removed prior to the completion date of this contract.

CLEAN-UP AND WORKMANSHIP

Clean up shall be on a daily basis. No debris or logs shall remain in cut grass areas of the park at the end of the day. Workmanship shall be to the highest caliber and the workers insure the least amount of disturbance to the site and the general public.

CONSTRUCTION NOTES

TREE REMOVAL LOCATION:

190 Ash trees totaling 2,160 Inch-Diameter of Tree Cutting



U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Tree #	DBH (in)
1	6
2	14
3	8
4	8
5	12
6	8
7	9
8	8
9	8
10	8
11	6
12	15
13	8
14	10
15	7
16	10
17	24
18	9
19	9
20	7
21	9
22	9
23	6
24	8
25	6
26	6
27	6
28	12
29	7
30	10
31	11
32	7
33	10
34	9
35	6
36	7
37	7
38	9
39	9
40	17
41	7
42	13
43	14
44	18
45	14
46	9
47	7
48	12
49	7
50	8

Tree #	DBH (in)
51	24
52	11
53	8
54	9
55	8
56	6
57	6
58	8
59	9
60	9
61	9
62	7
63	9
64	6
65	7
66	11
67	9
68	10
69	10
70	17
71	5
72	13
73	11
74	21
75	11
76	9
77	10
78	12
79	24
80	13
81	12
82	18
83	10
84	6
85	7
86	14
87	14
88	10
89	8
90	13
91	10
92	9
93	9
94	22
95	21
96	7
97	8
98	16
99	19
100	7

Tree #	DBH (in)
101	28
102	31
103	25
104	14
105	12
106	12
107	11
108	8
109	8
110	11
111	11
112	7
113	11
114	13
115	7
116	17
117	15
118	8
119	10
120	8
121	16
122	10
123	10
124	12
125	11
126	13
127	11
128	9
129	14
130	18
131	13
132	8
133	8
134	9
135	9
136	8
137	7
138	10
139	7
140	32
141	14
142	7
143	10
144	10
145	9
146	11
147	12
148	7
149	7
150	15

Tree #	DBH (in)
151	13
152	13
153	9
154	13
155	14
156	12
157	7
158	11
159	12
160	23
161	22
162	15
163	15
164	16
165	18
166	9
167	10
168	8
169	8
170	11
171	12
172	19
173	14
174	17
175	8
176	19
177	20
178	13
179	16
180	10
181	14
182	9
183	9
184	12
185	10
186	14
187	10
188	8
189	11
190	16

Total: 2,160"