CONTRACT

THIS CONTRAC'	Γ, made and entered into at Ankeny, Iowa this19t	<u>th </u>	
August	, 2024_, by and between the City of Ank	eny, Iowa by it	ts Mayor,
upon order of its C	City Council hereinafter called the "Jurisdiction," and	HMG	Land
Management	, hereinafter called the "Contractor.	**	

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

2024 NATIVE VEGETATION MAINTENANCE

The 2024 Native Vegetation Maintenance project includes maintenance trips to 22 locations within the City of Ankeny. The maintenance trips will include but is not limited to, providing all equipment, labor, and materials to spot mow and/or apply spot herbicide treatments at the determination of the City and Contractor prior to each trip.

The project locations are all located on public property or Right-of-Way. The project includes temporary traffic control as needed, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Fifty-Five Thousand Three Hundred Fifty DOLLARS (\$55,350.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders as noted below:

The Contractor shall fully complete the project no later than May 31, 2025. Fully complete shall be defined as all work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of Three Hundred Dollars (\$300.00) per calendar day will be assessed for work not fully completed within the designated Contract term(s).

IN WITNESS WIH-REOL, the Parties hereto have executed this instrument, in triplease on foe date first shown written

TURISDICTION:	CONTRACTOR:
3y	HMG Land Managert
Scal) ATTEST:	By Bredight
	Munuging Partner
•	2803 Newton rd Street Address
	Promise City, IA 52583 City, State, Zip Code
	641-895-2305 Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number <u>C1479-62</u> issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

- A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
- B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT County) On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me known, who, being by me duly sworn, did say that they and _____ are the ______, and ______, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed. Notary Public in and for the State of _____ PARTNERSHIP ACKNOWLEDGMENT County) On this _____ day of ______, 20____, before me, the undersigned, a Notary Public in and for the State of ______ to me personally known, who being by me duly sworn, did say that the person is one of the partners of , a partnership, and that the instrument was signed on

Notary Public in and for the State of	
My commission evnires	20

behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily

executed.

INDIVIDUAL ACKNOWLEDGMENT	
State of) SS - County)	
On this day of in and for the State of and executed the foregoing instrument, and a (his) (her) (their) voluntary act and deed	, 20 , before me, the undersigned, a Hotary Public , personally appeared , to me known to be the identical person(s) named in and who acknowledged that (he) (she) (they) executed the instrument as .
	Notary Public in and for the State of
LIMITED LIABILITY COMPANY AC	CKNOWLEDGMENT
State of Lowa) SS Wayne County)	
On this 16th day of August county, personally appeared Brady 8 duly sworn did say that person is part that (the seal affixed to said instrument	, 2024, before me a Notary Public in and for said longuest, to me personally known, who being by me of said Company. is the seal of said OR no seal has been procured by the said, and that said instrument was signed and sealed on behalf of
the said	by authority of its managers and the said acknowledged the execution of said instrument to be the company by it voluntarily executed.
	Notary Public in and for the State of
	DENISE L. DRAPER Commission Number 787247 My Commission Expires 11-26-26

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

Item No.	Item	Item Unit Total Unit Price		nit Price	Total Price		
	W. First Street Bioretention Cells						
1.1	Maintenance Trip, Each Bioretention Cell	Trip	1	\$	250.00	\$	250.00
	State Street Bioretention Cells						
2.1	Maintenance Trip, Each Bioretention Cell	Trip	4	\$	250.00	\$	1,000.00
	SW Magazine Bioretention Cells						
3.1	Maintenance Trip, Each Bioretention Cell	Trip	40	\$	225.00	\$	9,000.00
	Summerbrook Park Bioretention Cells						
4.1	Maintenance Trip, Each Bioretention Cell	Trip	6	\$	250.00	\$	1,500.00
	NE Delaware Ave Bioretention Cell						
5.1	Maintenance Trip, Each Bioretention Cell	Trip	12	\$	250.00	\$	3,000.00
	Ankeny Fire Station No. 2						
6.1	Maintenance Trips	Trip	2	\$	250.00	\$	500.00
	High Trestle Trail Box Culvert, West Area						
7.1	Maintenance Trips	Trip	2	\$	1,000.00	\$	2,000.00
	High Trestle Trail Box Culvert, East Area						
8.1	Maintenance Trips	Trip	2	\$	1,500.00	\$	3,000.00
	Bellagio Park Native Vegetation Area						
9.1	Maintenance Trips	Trip	2	\$	1,500.00	\$	3,000.00
	SW Irvinedale Native Vegetation Area						
10.1	Maintenance Trips	Trip	. 2	\$	1,500.00	\$	3,000.00
	Des Moines Street Corridor - Middle Section						
11.1	Maintenance Trips	Trip	3	\$	2,200.00	\$	6,600.00
	Hawkeye Park Native Vegetation Area						
12.1	Maintenance Trips	Trip	2	\$	300.00	\$	600.00
	Rock Creek Greenbelt, NW 13th to NW 18th St.					Serie.	
13.1	Maintenance Trips	Trip	2	\$.	2,500.00	\$	5,000.00
	Rock Creek Greenbelt, NW 7th to NW 13th St.						
14.1	Maintenance Trips	Trip	2	\$	1,200.00	\$	2,400.00
	High Trestle Trail Bridge, North of SE Oralabor Rd						
15.1	Maintenance Trips	Trip	2	\$	800.00	\$	1,600.00
	High Trestle Trail Bridge, South of SE Oralabor Rd						

Contract

16.1	Maintenance Trips	Trip	2	\$ 1,200.00	\$ 2,400.00
	Centennial Pointe Park Native Vegetation Area				
17.1	Maintenance Trips	Trip	2	\$ 800.00	\$ 1,600.00
	Chautauqua Park Native Vegetation Buffer Area				
18.1	Maintenance Trips	Trip	3	\$ 1,500.00	\$ 4,500.00
	Promenade Park Native Vegetation Buffer Area				
19.1	Maintenance Trips	Trip	2	\$ 800.00	\$ 1,600.00
	Public Services Building - West Native Vegetation Area				
20.1	Maintenance Trips	Trip	1	\$ 200.00	\$ 200.00
	Public Services Building - East Native Vegetation Area				
21.1	21.1 Maintenance Trips		1	\$ 200.00	\$ 200.00
	Des Moines Corridor Horizontal Sections				
22.1	Maintenance Trips	Trip	3	\$ 800.00	\$ 2,400.00

TOTAL AMOUNT =	•	\$ 55,350.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/19/2024

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.

	SUBROGATION IS WAIVED, subject his certificate does not confer rights to							require an endorsemen	t. A:	statement on
-	DUCER	* *****	• • • • • •	110410 110401 111 1104 01 04	CONTA NAME:					
WEISER INSURANCE SERVICES LLC				PHONE	_{2, Ext)} ; (515)!		FAX (A/C, No):	(515)993-5727	
) Box 70				E-MAIL ADDRE	ss: Maria@	weiserins.			
Ac	tel, IA 50003							RDING COVERAGE		NAIC#
					INSURE			surance Co		90468
INSI	JRED					яв: Motori				13331
	HMG Land Management	LL()		INSURE	RC:				
	2803 Newton Rd				INSURE	RD:				
	Promise City, IA 52580				INSURE	RE:				
					INSURE	RF:			 	
-	***************************************			NUMBER:				REVISION NUMBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICIES NOICATED. NOTWITHSTANDING ANY REPART OF MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUII PERT POLI	REME TAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS
LTR		INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	CLAIMS-MADE X OCCUR							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000 100,000
								MED EXP (Any one person)	\$	5,000
В		Х		5000839352		3/15/2024	3/15/2025	PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		1					GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO- LOC							PRODUCTS - COMPIOP AGG	\$ \$	2,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY							BODILY INJURY (Per person)	\$	
В				5000839352		3/15/2024	3/15/2025	BODILY INJURY (Per accident)	\$	
								PROPERTY DAMAGE (Per accident)	\$	
			ļ.,						\$.	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$								\$	·
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
Δ	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	ER/EXECUTIVE N/A		AF WCP 100091220		3/15/2024	3/15/2025	E.L. EACH ACCIDENT	\$	500,000
	(Mandatory in NH)		A NOI 100001220			5,,1,,2,2,,	0	E.L. DISEASE - EA EMPLOYEE	\$	500,000
	if yes, describe under DESCRIPTION OF OPERATIONS below		<u> </u>					E.L. DISEASE - POLICY LIMIT	\$	500,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORU) 101, Additional Remarks Schedu	ile, may b	e attached if mo	re space la requi	red)		
In	cludes 2024 Native Vegetation Ma	inte	nanc	e Project, City of Anke	eny is	an Additloi	nal Insured			
CERTIFICATE HOLDER						CELLATION				
City of Ankeny 410 W. First St				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	Ankeny, IA 50023					AUTUNDIZEN DEDDEGEATATIVE				