

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this _____ 19th _____ day of _____ August _____, 2024, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **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 WHEREOF, the Parties hereto have executed this instrument in triplicate on the date first shown written

JURISDICTION:

By _____

(Seal)
ATTEST:

CONTRACTOR:

HMC Land Management
Contractor

By Brodie
Signature

Managing Partner
Title

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 C1479-52 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

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they 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 _____
My commission expires _____, 20____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ 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 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.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
(County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

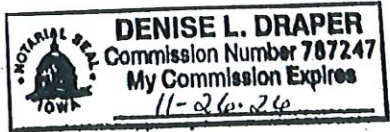
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Wayne County)

On this 16th day of August, 2024, before me a Notary Public in and for said county, personally appeared Brady Bloomquist, to me personally known, who being by me duly sworn did say that person is partner of said Company, that (the seal affixed to said instrument 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 partner, by authority of its managers and the said partner acknowledged the execution of said instrument to be the voluntary act and deed of said Company, by it voluntarily executed.

Denise L. Draper
Notary Public in and for the State of Iowa
My commission expires November 26, 2026



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	Unit	Total	Unit 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.				
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				

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	Maintenance Trips	Trip	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

