

December 2010

**IOWA DEPARTMENT OF TRANSPORTATION
Addendum to
Agreement No. 2016-4-186**

County	Polk
City	Ankeny
Project No.	IM-035-4(125)92--13-77 (PE) IM-NHS-035-4(140)92--0E-77 (Const NBL) IM-NHS-035-4(196)92--0E-77 (Const SBL)
Iowa DOT Addendum No.	2016-4-186A
Staff Action No.	

This Addendum, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Ankeny, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 and 761 Iowa Administrative Code Chapter 150 as applicable;

The DOT proposes to establish or make improvements to I-35 within Polk County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2008-16-132 for a new interchange on I-35 at NE 36th Street and coordination with 1st Street interchange improvements was executed by the DOT and LPA on July 21, 2009 and July 6, 2009 respectively; Addendum No. 2008-16-132A for revision of costs for the interchange improvements on I-35 at 1st Street was executed by the DOT and LPA on September 20, 2012 and September 17, 2012 respectively; Addendum No. 2008-16-132B for revision of costs to include Division 3 for the interchange improvements on I-35 at 1st Street was executed by the DOT and LPA on October 14, 2011 and October 3, 2011 respectively; Addendum No. 2008-16-132C for revision of costs for the interchange improvements on I-35 at 1st Street was executed by the DOT and LPA on September 20, 2012 and September 17, 2012 respectively; Addendum No. 2008-16-132D for as-built data collection and GIS asset inventory the interchange improvements on I-35 at 1st Street was executed by the DOT and LPA on April 9, 2013 and April 1, 2013 respectively; Agreement 2016-4-186 for construction of the new interchange on I-35 at 1st Street was executed by the DOT and the LPA on June 22, 2016 and June 6, 2016 respectively; and

Subsequent to execution of the above referenced Agreement the LPA requested to credit compensation for the parcels being acquired for the project.

This Addendum reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Now, therefore, it is agreed as follows:

1. Payments totaling \$197,000 for parcels acquired for the project are hereby credited toward the project as a portion of the LPA contribution toward the project.

a. Parcel 49	\$33,800
b. Parcel 43	<u>\$163,200</u>
Total	\$197,000

General Provisions

2. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
3. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
4. It is the intent of both (all) parties that no third party beneficiaries be created by this Addendum.
5. If any section, provision, or part of this Addendum shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Addendum as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Addendum cannot be fulfilled.
6. This Addendum may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
7. This Addendum, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

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IN WITNESS WHEREOF, each of the parties hereto has executed Addendum No. 2016-4-186A as of the date shown opposite its signature below.

CITY OF ANKENY: [use if addendum is with a city]

By: _____ Date March 20, 2017.
Title: Mayor, Gary Lorenz

I, Pamela Bernoth, certify that I am the Clerk of the City, and that
, who signed said Addendum for and on behalf of the City was duly authorized to execute the same on
the 20th day of March, 2017.

Signed: _____
City Clerk of Ankeny, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Scott A. Dockstader
District Engineer
District 1