

December 2010

3. The anticipated funding sources identified in Section 2 of Agreement 2015-16-213 are amended as follows:

Source	Amount	Agreement No.
DOT USTEP Share	\$400,000	2015-16-213A
TSF	\$500,000	FY 2017 Funds
ICAAP	\$1,590,000	2015-16-213A
City USTEP Share	\$328,000	2015-16-213A
Remaining City	\$710,500	City's own funds
Remaining DOT	\$710,500	FY 2017 3R Funds
Estimated Total Project Cost	\$4,239,000	

General Provisions

4. 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.
5. 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.
6. It is the intent of both (all) parties that no third party beneficiaries be created by this Addendum.
7. 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.
8. This Addendum may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
9. 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. 2015-16-213A as of the date shown opposite its signature below.

CITY OF ANKENY:

By: _____ Date _____, 20__.

Title: Mayor

I, _____, 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 ____ day of _____, 20__.

Signed: _____
City Clerk of Ankeny, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.

Scott A. Dockstader
District Engineer
District 1

EXHIBIT A

Agreement Provisions for Iowa Clean Air Attainment Program (ICAAP) Funds

As a condition of receiving ICAAP funds, the Recipient shall comply with the following additional provisions:

1. The Recipient shall submit to the Department, no later than 30 days subsequent to the Recipient's signature date on this agreement, a timetable outlining the project schedule. If the Recipient fails to do so, the portions of this agreement pertaining to ICAAP funds may be considered in default.
2. The Recipient must have let the contract or construction started within 3 years of the date this project is approved by Department. If the Recipient does not do this, they will be in default for which the Department can revoke ICAAP funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least 60 days prior to the deadline.
3. The portions of the agreement pertaining to ICAAP funding may be declared to be in default by the Department if the Department determines that the Recipient's application for ICAAP funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application.
4. If the Recipient fails to perform any of the obligations of this agreement, the Department shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare the portions of this agreement relating to ICAAP funds in default. The Recipient shall have thirty (30) days from date of mailing of notice to cure the default. If the Recipient cures the default, the Recipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten (10) working days of receipt of Recipient's notice of cure, the Department shall issue either a notice of acceptance of cure or notice of continued default.
5. In the event a default is not cured the Department may revoke ICAAP funding commitments and/or seek repayment of ICAAP funds provided by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the Department Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of Road Use Tax funds, or other methods as approved by the Commission.
6. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.