



Department of
Community Investment

Memorandum

May 14, 2015

TO: Redevelopment Commission
FROM: David Relos, Economic Resources *DR*
SUBJECT: Resolution No. 3289 & Addendum to the Master Agency Agreement
Main Lafayette Connector / Lawson Fisher

This Resolution and Agency Agreement is for additional scope of work services and to finalize the Main Lafayette Connector project, between Chippewa and Ireland.

Lawson Fisher provided engineering and design work for the new street, and subcontracted with DLZ for right of way acquisition services. During the course of the project, two parcels caused additional work because of federal liens, bankruptcy, and changes in banking relationships. These issues caused the acquisition process to be revised several times, with them taking over three years to finalize.

This Addendum also includes the preparation of parcel plats, legal descriptions, 25 temporary easement releases, and deed of dedication and the vacation of excess right of way.

Staff requests approval of Resolution No. 3289, the Addendum to the Master Agency Agreement, and professional services agreement with Lawson Fisher in the amount of \$37,075.



RESOLUTION NO. 3289

**RESOLUTION OF THE SOUTH BEND REDEVELOPMENT COMMISSION
APPROVING AND AUTHORIZING THE EXECUTION OF
AN ADDENDUM TO THE MASTER AGENCY AGREEMENT
(Main Lafayette Connector Supplemental 5)**

WHEREAS, effective January 1, 2014, the South Bend Department of Redevelopment, acting by and through its Redevelopment Commission (the “Commission”) and the South Bend Board of Public Works (the “BPW”) entered into a Master Agency Agreement which authorized the BPW to act as agent for and on behalf of the Commission for certain projects; and

WHEREAS, pursuant to the Master Agency Agreement, the Commission desires to add the Main Lafayette Connector Supplemental 5 to the Master Agency Agreement by way of this Addendum.

NOW, THEREFORE, BE IT RESOLVED by the South Bend Redevelopment Commission as follows:

Section 1. The Commission hereby approves the Addendum to Master Agency Agreement Main Lafayette Connector Supplemental 5 and hereby authorizes its execution in substantially the form attached hereto with such changes as the Commission may deem necessary or appropriate upon the advice of counsel, said execution thereof to be conclusive evidence of the Commission’s approval of such changes. The Clerk is hereby directed to file a copy of the Addendum with the BPW.

Section 2. This Resolution shall be in full force and effect after its adoption by the Commission.

Section 3. Commission staff members are authorized to execute on behalf of the Commission any documents necessary to carry out the intent of this resolution.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on
May 14, 2015, at 9:30 a.m., in Room 1308, County-City Building, South Bend, Indiana
46601.

**CITY OF SOUTH BEND,
DEPARTMENT OF
REDEVELOPMENT**

South Bend Redevelopment Commission

ATTEST:

South Bend Redevelopment Commission

**ADDENDUM TO
MASTER AGENCY AGREEMENT
(Main Lafayette Connector Supplemental 5)**

This Addendum to Master Agency Agreement (this “Addendum”), made and entered into as of the 14th day of May, 2015, by and between the South Bend Department of Redevelopment, acting by and through its Redevelopment Commission (the “Commission”) and the City of South Bend, Indiana, a municipal corporation duly organized and existing pursuant to the laws of the State of Indiana, acting by and through its Board of Public Works (the “BPW”) for purposes of the Commission designating the BPW to act as the Commission’s agent to undertake the Main Lafayette Connector Supplemental 5 (the “Project”).

WHEREAS, effective January 1, 2014, the Commission and the BPW entered into a Master Agency Agreement which authorized the BPW to act as agent for and on behalf of the Commission for certain projects; and

WHEREAS, pursuant to the Master Agency Agreement, the Commission desires to add the Main Lafayette Connector Supplemental 5 to the Master Agency Agreement by way of this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the BPW and the Commission agree as follows:

1. The Commission hereby empowers and appoints the BPW, pursuant to the Master Agency Agreement, to act as the Commission’s agent for the limited purpose of contracting for and managing the completion of the Project, the scope of said Project being more specifically described in “Exhibit A”, attached hereto and made a part hereof.

2. All of the terms and conditions of the Master Agency Agreement shall control this appointment and this Addendum shall be attached to the Master Agency Agreement.

3. Commission members are authorized to execute on behalf of the Commission any documents necessary to carry out the intent of this Addendum.

IN WITNESS WHEREOF, the undersigned execute this Addendum to Master Agency Agreement to be effective as of the date first written above.

**CITY OF SOUTH BEND,
DEPARTMENT OF
REDEVELOPMENT**

South Bend Redevelopment Commission

ATTEST:

South Bend Redevelopment Commission

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**

Gary Gilot, President

Kathryn Roos, Member

David Relos, Member

Elizabeth Maradik, Member

Brian Pawlowski, Member

ATTEST:

Linda Martin, Clerk

Exhibit "A"

Main Lafayette Connector Supplemental 5

Project Scope and Description:

Additional scope of services for right of way management via preparing parcel plats, legal descriptions, and area computation sheets; additional coordination services for two problem acquisitions; prepare and record 25 temporary easement releases; prepare petition to vacate right of way

Budget: \$37,075

April 14, 2015

Mr. David Relos
Community Investment
City of South Bend
227 West Jefferson Boulevard, Suite 1400S
South Bend, Indiana 46601

RE: South Main Street to Lafayette Boulevard
Connector and Development Area
Supplemental Agreement #5
Continuing R/W Acquisition Services

Dear Mr. Relos:

Lawson-Fisher Associates P.C. (LFA) is pleased to submit this proposal to provide Professional Engineering Services to the City of South Bend (City) to complete the acquisition and property management for the Main Street to Lafayette Boulevard Connector and Street Improvements.

The proposal includes the following documents:

- Scope of Additional Services, Appendix "A"
- Manhour Justification, Appendix "B"
- Right of Way Dedication and Vacation Sequencing Chart, Appendix "C"
- Copy of DLZ's Supplemental Agreement #5 to LFA, Appendix "D"

The proposal was prepared at your request on the basis of the stakeholders meeting on February 4, 2015. It pertains to the protracted involvement and work performed to secure right of way for two (2) properties because of the underlying financial, lease, and/or mortgage complications. These right-of-way management issues became particularly involved and entangled by issues which were unforeseen by the City and the design team, from the beginning of design in late 2011 to completed construction in 2013. The services were provided beyond the expected time of completion in 2013 and extend to the present time.

The City also has requested assistance in carrying through the completion of R/W definition based upon the vacation of portions of streets which were removed from service as a result of the road and traffic improvements. This process involves two separate properties which will require individual petitions to vacate right-of-way. A sequence of events necessary to complete the project is attached for your reference as Appendix "C".

We request an increase in the current contract amount of \$1,301,220.00 by \$37,075.00 to a total contract amount of \$1,338,295.00. Payments to LFA will be in accordance with Attachment "A" in our original contract.



Mr. David Relos
April 14, 2015
Page 2

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to our office.

Thank you for the opportunity to provide additional Professional Engineering Services to the City of South Bend.

If you have any questions, comments, or desire additional information, please do not hesitate to contact us.

Very truly yours,

LAWSON-FISHER ASSOCIATES P.C.

Michael F. Johnston
Michael F. Johnston, P.E.
Senior Civil Engineer

Paul A. Hummel
Paul A. Hummel, P.E.
Senior Vice President/Senior Civil Engineer

MFJ:PAH:/cas
Encls.
c: Carl Littrell, P.E. Assistant City Engineer w/Encls.

ACCEPTED AND APPROVED this _____ day of _____, 2015.
(Authorization is also Notice to Proceed)

CITY OF SOUTH BEND REDEVELOPMENT COMMISSION



ATTACHMENT A
LAWSON-FISHER ASSOCIATES P.C.

PAYMENTS TO ENGINEER

1. **Methods of Payment for Services and Expenses of ENGINEER.** OWNER shall pay ENGINEER for professional Services and Expenses as follows:

1.1 **Basic Services:**

1.1.1 **General.** For Services rendered an amount equal to ENGINEER's Salary Costs times a factor of 2.37 for all time for Basic Services rendered by principals and employees engaged directly on the Project.

1.1.2 **Resident Project Services.** For services of ENGINEER's Resident Project Representative (and assistants) furnished for the project on the basis of Salary Costs times a factor of 2.37 for services rendered by principals and employees assigned to Resident Project representation.

1.1.3 **Professional Associates and Consultants.** For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Basic Services, the amount billed to ENGINEER therefor times a factor of 1.10.

1.1.4 **Operational Phase Services.** For Operational Phase services furnished, an amount equal to ENGINEER's Salary Costs times a factor of 2.37 for services rendered by principals and employees engaged directly on the Project.

1.2 **Additional Services:**

1.2.1 **General.** For Additional Services of Engineer's principals and employees engaged directly on the Project and rendered (except services as witness), on the basis of ENGINEER's Salary Costs times a factor of 2.37.

1.2.2 **Professional Associates and Consultants.** For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services, the amount billed to ENGINEER therefor times a factor of 1.10.

1.2.3 **Serving as a Witness.** For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding at the rate of 1.35 times the rates in Paragraph 1.2.1. Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 1.2.2.

1.3 **Reimbursable Expenses.** In addition to payments provided for in paragraphs 1.1 and 1.2, OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable expenses incurred in connection with all Basic and Additional Services.

1.4 **Specialized Equipment.** In addition to payments set out above, a charge may be made for specialized equipment usage as required.

2. **Times of Payments.**

2.1 Engineer shall submit invoices covering each calendar month for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall pay ENGINEER promptly within thirty (30) calendar days following the ENGINEER's rendering of these invoices to the OWNER.

3. Other Provisions Concerning Payments:

3.1 If OWNER should fail to make any payment due ENGINEER for services and expenses within sixty (60) calendar days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER will be increased at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

3.2 In the event of termination by OWNER upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for services rendered during that phase on the basis of ENGINEER's Salary Costs times a factor of 2.37 for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination, which, if termination is at Owner's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost, if requested prior to final payment for ENGINEER's services.

3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor may be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

4. Definitions:

4.1 The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

The amount of customary and statutory benefits of all personnel of ENGINEER will be considered to be equal to 33% of the salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.

4.2 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining the bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of Reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if necessary, overtime work required higher than regular rates.



Appendix A Scope of Additional Services

The supplemental scope of work involves the following:

- **Right-of-Way Management:**
 - **City Parcel on Lot Nos. 57 & 58 Parcel (O'Brien Park):**

Prepared parcel plat and legal description for intra-governmental transfer between Parks Department and Public Works for use of park property for permanent roadway and drainage easement.
 - **Parcels 426, 427, 428 (Republican Headquarters and City Parcels):**

Prepared parcel plats, legal descriptions and area computation sheets to support appraisal and transfer of the portions of City-owned properties to be conveyed to Republican Headquarters. Additional communication and negotiation with Republican representatives on the land transfer outside of acquired right-of-way for roadway purposes.
 - **Parcels 349, 431, 433, 434 (Gates and City Parcels):**

Prepared parcel plats, legal descriptions and area computation sheets to support appraisal and transfer of the portions of City-owned properties to be conveyed to Gates & Gates Realty. Additional communication and negotiation with Gates' representative on the land transfer and vacation of existing right-of-way outside of acquired right of way for roadway purposes.
 - **Parcel 003 (Jeffrey L. Nickerson):**

Additional coordination services for complex lien release associated with lien assignments, pending current suit to foreclose, dismissed foreclosure cause, federal tax lien and multiple income tax warrants.
 - **Parcel 374 (South Gateway Properties, LLC):**

Additional coordination services for complex lien release due to lender provisions for release being conditional on mortgage encumbrance of excess land and assignment of billboard lease rights due to right-of-way acquisition agreement including trade-in-lieu of compensation.
 - **Prepare and record temporary easement releases upon completion of construction.**
- **Petition to Vacate Existing Right-of-Way:**
 - **Parcel 364 (Gates & Gates Realty):**

Prepare petition packet, submittal and committee/hearing representation.
 - **Parcel 389 (Wendy's of Fort Wayne, Inc.):**

Prepare petition packet, submittal and committee/hearing representation.

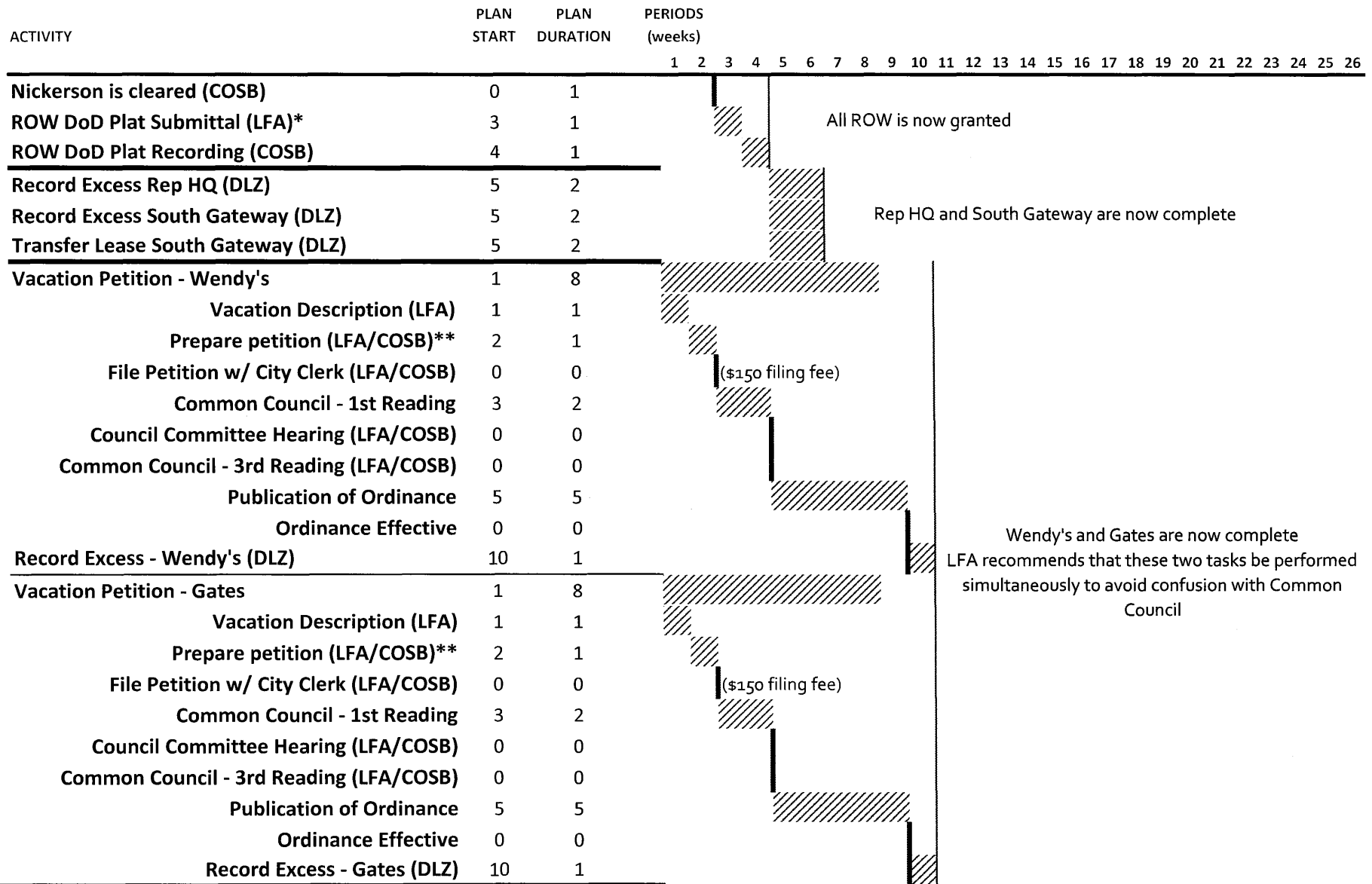
APPENDIX "B"
STAFF HOUR JUSTIFICATION - Petition to Vacate R/W

LAWSON-FISHER ASSOCIATES P.C.
 525 WEST WASHINGTON AVENUE
 SOUTH BEND, INDIANA 46601

PROJECT: **Main to Lafayette Connector**
Vacation Petition
March 19, 2015

No.	Work Element	Shts	STAFF HOURS BY CLASSIFICATION					Total Hours
			Principal	Field Eng.	Eng.	GEO Tech.	CAD Tech.	
	Coordination with City and DLZ							
	Property, legal desc. issues with O'Brien Ctr.				7		4	10
	Exchange, legal desc. or title/recording issues with Rep. HQ				6			6
	Title/recording issues with Nickerson				3			3
	Exchange, legal desc. or title/recording issues with Sears				11			11
	Exchange, legal desc. or title/recording issues with Gates				12			12
	Petition Development		0	0	38	0	4	0
	Petition Prep							
	Legal Description x2		2		9			11
	Complete Petition Form x2						2	2
	Complete Ordinance Form x2						2	2
	150' Property Owner Search x2							
	Certified letters x2						2	2
	File Petition							
	Obtain signatures		1		1			2
	Submit petition				1		1	2
	Committee Hearing				2			2
	Public Hearing				3			3
	TOTAL HOURS		3	0	54	0	4	7
	HOURLY RATE		\$ 180.00	\$ 95.00	\$ 118.00	\$ 95.00	\$ 86.00	\$ 82.00
	COSTS		\$ 540.00	\$ 0.00	\$ 6,372.00	\$ 0.00	\$ 301.00	\$ 574.00
	FILING FEE x2							\$ 300.00
	TOTAL COST							\$ 8,087.00
	OTHER EXPENSES (Mailing Fee, Misc.)							\$ 113.00
	Right-of-Way Acquisition Sub-Consultant Services -- DLZ							\$ 26,250.00
	10% Sub-Consultant							\$ 2,625.00
	TOTAL FEE							\$ 37,075.00

**Main - Lafayette Connector
ROW Dedication/Vacation Sequencing Chart**



*1st BOPW Meeting after Nickerson is clear

**BOPW Review, 150' adjoiner list, notification letters, signed petition, ordinance document, legal description



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

November 17, 2014

Mr. Michael Johnston, P.E.
Lawson-Fisher Associates P.C.
525 West Washington Avenue
South Bend, IN 46615

RE: Supplemental Agreement No 5 for Right of Way Acquisition Services for the City of South Bend
Proposed Street and Development Plan for Main Street from Chippewa Avenue to Ireland Road
DLZ Account # 1161-6022

Dear Mr. Johnston:

DLZ Indiana, LLC (DLZ) appreciates the opportunity from Lawson-Fisher Associates P.C. (LFA) to provide this Supplemental Agreement No. 5 for a change in Scope of Services for the above referenced project. DLZ's original Scope of Services is based on Subconsultant Agreement No. 1 for Right of Way Acquisition Services dated December 16, 2010, executed February 21, 2011, Supplemental Agreement No. 2 dated March 14, 2011, executed May 16, 2011, Supplemental Agreement No. 3 dated December 9, 2011, executed December 22, 2011, and Supplemental Agreement No. 4 dated August 7, 2012, executed November 19, 2012.

This supplemental agreement adjusts the fees for coordination on parcels affected by complex lien releases and activities associated with preparation and recording services for release of temporary highway easement grants acquired for purposes of project construction.

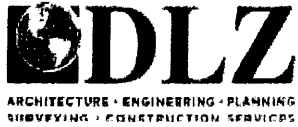
This supplemental agreement includes the following:

- Parcel 003 (Jeffrey L. Nickerson) Additional coordination services for complex lien release associated with lien assignments, pending current suit to foreclose, dismissed foreclosure cause, federal tax lien and multiple income tax warrants.
- Parcel 374 (South Gateway Properties, LLC) Additional coordination services for complex lien release due to lender provisions for release being conditional on mortgage encumbrance of excess land and assignment of billboard lease rights due to right-of-way acquisition agreement including trade-in-lieu of compensation.
- Prepare and record temporary easement releases upon completion of construction.

LFA and DLZ therefore desire to amend the above referenced agreement as follows:

1. Page 2, SCOPE OF SERVICES, *B. Negotiation (buying) Services*, add Items 12., 13. And 14., as follows:

12. Additional Services for Coordination of Parcel 003 Complex Lien Release.



INNOVATIVE IDEAS
 EXCEPTIONAL DESIGN
 UNMATCHED CLIENT SERVICE

Supplemental Agreement No 5 for Right of Way Acquisition
 Services for the City of South Bend
 Proposed Street and Development Plan for Main Street from
 Chippewa Avenue to Ireland Road

- 13. **Additional Services for Coordination Parcel 374 Complex Lien Release.**
- 14. **Prepare and record temporary easement releases upon completion of construction.**

2. Page 5, FEE FOR SERVICES, fee schedule, is to be removed and replaced with the following revised fee schedule (fee schedule below):

FEE SCHEDULE			
DESCRIPTION	Est. No. Parcels	Unit Price	TOTAL
A. Right of Way Acquisition			
1. Appraisal Problem Analysis	43	\$220.00	\$9,460.00
1.1 Appraisal Problem Analysis (Sign with lease owner)	2	\$220.00	\$440.00
1.2 Appraisal Problem Analysis (1 UE, 1 RE)	2	\$220.00	\$440.00
2. Appraisals (Billed per parcel at rates listed below)			
Waiver Valuation	5	\$500.00	\$2,500.00
2.1 Waiver Valuation (Sign with lease owner)	2	\$500.00	\$1,000.00
Value Finding	20	\$2,000.00	\$40,000.00
2.2 Value Finding (Utility Easement)	1	\$2,000.00	\$2,000.00
Short Form Residential	1	\$2,000.00	\$2,000.00
Short Form Commercial	4	\$3,900.00	\$15,600.00
Long Form Residential	2	\$3,800.00	\$7,600.00
Long Form Commercial	1	\$9,300.00	\$9,300.00
3. Review Appraisals			
Waiver Valuation	5	\$225.00	\$1,125.00
3.1 Waiver Valuation (Sign with lease owner)	2	\$225.00	\$450.00
Value Finding	20	\$900.00	\$18,000.00
3.2 Value Finding (Utility Easement)	1	\$900.00	\$900.00



INNOVATIVE IDEAS
 EXCEPTIONAL DESIGN
 UNMATCHED CLIENT SERVICE

Supplemental Agreement No 5 for Right of Way Acquisition
 Services for the City of South Bend
 Proposed Street and Development Plan for Main Street from
 Chippewa Avenue to Ireland Road

DESCRIPTION	Est. No. Parcels	Unit Price	TOTAL
Short Form Residential	1	\$900.00	\$900.00
Short Form Commercial	4	\$1,800.00	\$7,200.00
Long Form Residential	2	\$1,800.00	\$3,600.00
Long Form Commercial	1	\$4,200.00	\$4,200.00
4. Negotiation and Acquisition Coordination Services	LSUM		\$125,400.00
4.1 Coordination for Dedication of City-Owned Parcels	5	\$1,000.00	\$5,000.00
4.2 Coordination for Leased Signs with different owner	8	\$2,800.00	\$22,400.00
4.3 Coordination for easements 2UE, 4 NAE, 1 RE	8	\$2,800.00	\$22,400.00
<i>4.4 Coordination of Parcel 003 Complex Lien Release</i>	1	\$10,000.00	\$10,000.00
<i>4.5 Coordination of Parcel 374 Complex Lien Release</i>	1	\$10,000.00	\$10,000.00
5. Title and Encumbrance Report Update	38	\$100.00	\$3,800.00
6. Relocation Assistance	3	\$1,500.00	\$4,500.00
7. Closing Services	33	\$450.00	\$14,850.00
7.1 Closing Services (Sign with lease owner)	8	\$450.00	\$3,600.00
7.2 Closing Services for easements 2UE, 4 NAE, 1 RE	7	\$450.00	\$3,150.00
8. Recording Fees (reimbursable)			\$3,800.00
9. Relocation Services Fees	3	\$3,150.00	\$9,450.00
10. Parcel 377 Billboard Lease appraisal and review	1	\$1,000.00	\$1,000.00
11. 10% Contingency reduced to 5%	1	\$18,000.00	\$18,000.00
12. Negotiate parcel 374/377 excess land sale	1	\$5,000.00	\$5,000.00
13. Negotiate MOU for Parcel 302 Theater	1	\$5,000.00	\$5,000.00
<i>14. Prepare release of temporary easements and record</i>	<i>25</i>	<i>\$250.00</i>	<i>\$6,250.00</i>
TOTAL NOT TO EXCEED FEE:			\$400,315.00



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
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Supplemental Agreement No 5 for Right of Way Acquisition
Services for the City of South Bend
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Page 4 of 4

3. Compensation:

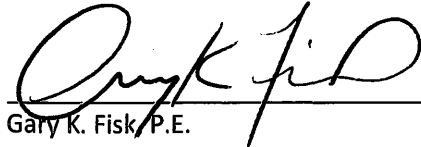
This supplement **increases** the current contract amount of **\$374,065.00** by **\$26,250.00** to **\$400,315.00**. All other terms and conditions as set forth in the Supplemental Agreement No. 1 for Right of Way Acquisition Services dated December 16, 2010 and subsequent notice to proceed dated February 21, 2011, Supplemental Agreement No. 2 dated March 14, 2011 and subsequent notice to proceed dated May 16, 2011 and Supplemental Agreement No. 3 December 9, 2011 and subsequent notice to proceed dated December 22, 2011 and Supplemental Agreement No. 4 Dated August 7, 2012 and subsequent notice to proceed dated November 19, 2012 shall remain in full force and effect, except as herein modified.

DLZ thanks you for the opportunity to present this supplemental agreement. If this agreement meets with your approval, please sign, date and return one (1) copy to our office. Receipt of a signed copy will serve as our notice to proceed.

Please feel free to contact us should you have any questions or need additional information.

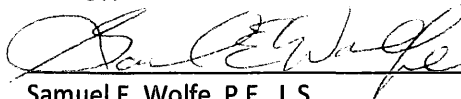
Very truly yours,

DLZ INDIANA, LLC



Gary K. Fisk, P.E.
Vice President

ATTEST:



Samuel E. Wolfe, P.E., L.S.
Survey/Right of Way/Real Estate/Utility
Coordination Division Manager

AGREED AND ACCEPTED

Lawson-Fisher Associates P.C.

By: _____

Title: _____

Date: _____