

## TASK ORDER NO. 2

### STATEMENT OF WORK

#### ON-CALL PLANNING & ENGINEERING REVIEW SERVICES

#### TOWN OF LAPEL

This Statement of Work is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Town of Lapel ("Owner") and ms consultants, inc. ("Consultant"). Owner and Consultant agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth within the Master Service Agreement for Basic Planning and Engineering Services between Owner and Consultant dated December 19, 2024 (the "Master Agreement"). Upon execution of this Statement of Work, the Master Agreement shall be incorporated into and be considered a part of this Statement of Work as if set forth herein in its entirety. Any capitalized terms which are not defined herein shall have the meanings defined in the Master Agreement.

1. Description of Project. The Project which is covered by this Statement of Work is described as follows: **On-Call Planning and Engineering Review Services (“Services”)**.
2. Consultant's Scope of Services. The Services to be performed by Consultant under this Statement of Work includes all of the following:
  - a. Application Defined. The term “application” in this contract refers to the following types of permits and planning petitions as defined in Lapel’s UDO: Site Development Plan, Subdivision Construction Plan, Preliminary Plat, Final Plat, Rural Concept Plan, Administrative Subdivision, Change of Zoning, Planned Unit Development (PUD) Preliminary Plan, PUD Final Detailed Plan, Variance of Development Standards, Special Use.
  - b. Application Review. The Consultant will review Applications to check their adherence to the Lapel Unified Development Ordinance. The review will be performed by the Planning Consultant. If certain applications need a review by the Engineer, Consultant may provide Engineer’s review at Owner’s request.
  - c. Application Communication. The Consultant will communicate with the applicant regarding the submittal: give feedback, request edits, answer their questions, etc.
  - d. Application Meetings. The Consultant will attend meetings relevant to the review of the applications, including Technical Advisory/Technical Review Committees, Plan Commission, Board of Zoning Appeals, and Town Council meetings.
  - e. Site Visits. The Consultant may visit the project site during the application review process to gather data and conduct inspections.

- f. Staff Report. The Planning Consultant will prepare a Staff Report for the Applications that require a public hearing and send the Staff Report to the respective government body via email.
    - g. Memorandum. The Planning Consultant will prepare a Memorandum for an Application that does not require a public hearing, but needs some context explained to the respective government body making a recommendation or decision on the Application.
    - h. Staff Presentation. Consultant will present their analysis on Applications at the meetings and answer questions regarding the Applications as needed.
    - i. Misc. Engineering: Consultant will only upon request assist the Town and Utilities on misc. tasks as required and upon approval.
3. Consultant's Deliverables. As part of the Services to be performed by Consultant, Consultant shall provide to Owner the following Deliverables:

See Scope of Services above.
4. Consultant's Schedule. Consultant shall perform the Services in accordance with the following time limits (if any):

Once the Owner delivers a full Application packet to the Consultant, the Consultant will start the review of the Application. Applications will be reviewed in the order of their arrival and the order of amendments received to the Applications by the applicants. If Applications require a public hearing, or a decision made by a certain committee or government body, these Applications will be reviewed and placed on the agendas of the respective government bodies according to their Calendar of Filing Deadlines and Meetings.
5. Contract Documents. The following Contract Documents are incorporated into and shall be a part of this Statement of Work as if fully stated herein:
  - A. This Statement of Work;
  - B. The Master Agreement;
6. Method of Payment. Consultant shall be paid for performance of the Work related to the Project on the following basis:

The payment amount will depend on the number of hours worked on all tasks described in the Scope of Services performed by a Planner and/or an Engineer. The planner and engineer rates are listed in the Exhibit A of the Master Service Agreement.
7. Effective Date. The Effective Date for this Agreement shall be the date as stated at the top of the Task Order No. 2 to the Master Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work to be effective as of the Effective Date listed on first page.

OWNER:

Town of Lapel

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

Town of Lapel

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONSULTANT:

ms consultants, inc.

By: \_\_\_\_\_

Name: Daniel R. Cutshaw, P.E.

Title: Vice President – Indiana

ATTEST:

ms consultants, inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_