

COUNCIL AS A WHOLE
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ORDINANCE NO. 17-2025

AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO ENTER INTO A MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH VERDANTAS, LLC AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

Section I: That the Board of Public Affairs has recommended that the Council of the Village of Lordstown enter into a Master Agreement for Professional Consulting Services, and various Task Orders attached thereto, with Verdantas, LLC (a copy of which is attached hereto as **Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Ordinance).

Section II: That the Council of the Village of Lordstown concurs with the recommendation of the Board of Public Affairs and hereby authorizes the Village of Lordstown to enter into the Master Agreement for Professional Consulting Services, and the various Task Orders attached thereto, with Verdantas, LLC.

Section III: That the Mayor and Clerk are hereby authorized and directed to enter into said Agreement with Verdantas, LLC.

Section IV: That payments due under said Agreement shall be made from the 601.350;52239 /101.320Account

Section V: That this Ordinance is hereby declared to be an emergency measure necessary to timely secure the services of Verdantas, LLC per the terms of the Master Agreement for Professional Consulting Services and for the public health, safety, and welfare, and for the further reason that this Ordinance must be enacted in a timely manner.

Section VI: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 21 day of April, 2025.

J Woodward, Mayor

William J. Blank, Clerk

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONTRACT # 1

Consultant:

<input checked="" type="checkbox"/> Verdantas LLC <input type="checkbox"/> Verdantas Consultants Inc. (New York Engineering and Geology) <input type="checkbox"/> Verdantas LLC d/b/a Verdantas Engineering LLC (Wyoming Engineering and Geology) <input type="checkbox"/> Verdantas LLC d/b/a Verdantas PLLC (Illinois Engineering and Geology) <input type="checkbox"/> Verdantas PLLC (Minnesota Geology) <input checked="" type="checkbox"/> Verdantas Architecture, Inc. (Ohio and Pennsylvania Architecture) <input type="checkbox"/> Verdantas Services, P.C. (Michigan and North Carolina Engineering and Geology and New York Survey) <input type="checkbox"/> Verdantas Inc. (California and Arizona Engineering, California Geology) <input type="checkbox"/> Geolnsight, Inc. (Connecticut Engineering and Geology, Maine Survey) <input type="checkbox"/> CT Consultants, Inc. <input type="checkbox"/> Peterson Brustad, LLP <input type="checkbox"/> CBEC Eco Engineering, LLP
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Client:

LORDSTOWN VILLAGE

WITNESSETH THAT:

WHEREAS, Client wishes to retain Consultant, both as identified above, to provide professional services as an independent contractor as outlined in Section 2 of this Master Agreement for Professional Consulting Services (this "Agreement"); and

WHEREAS, Client and Consultant, collectively the "Parties," and each individually a "Party", desire to establish terms and conditions applicable to every task order, work order, purchase order or other agreement concerning professional services ("Services") to be performed by Consultant on Client's behalf;

NOW, THEREFORE, in consideration of the promises, conditions, and agreements herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** As used in this Agreement, the following definitions apply:
 - 1.1. "Agreement" means this Master Agreement for Professional Consulting Services, any Proposal accepted or authorized by Client, and any Task Order amendments or supplements thereto and executed by both Parties.
 - 1.2. "Claims" means any and all liabilities, claims, suits, losses, damages, fines, penalties, and costs, including reasonable attorney's fees and other legal fees and related legal expenses.
 - 1.3. "Proposal" means a document prepared by Consultant by which Consultant offers to perform specific Services for or on behalf of Client. The Proposal shall describe the scope of Services offered and provide an estimated budget for the Services. The Proposal may also include a proposed project schedule and related details regarding the Services.
 - 1.4. "Services" means the work performed or to be performed by Consultant, including temporary or supplemental staff as necessary, pursuant to an accepted Proposal and executed Task Order and includes all Consultant work product.
 - 1.5. "Site" means any site upon which or in relation to which Services may be performed.
 - 1.6. "Task Order" means a document by which Client authorizes Consultant to provide specific Services as set forth in a Proposal. The term Task Order may refer to a Work Order, Purchase Order, Requisition for Services, Authorization, Notice to Proceed, or other equivalent document.
 - 1.7. "Project" means the reasonably related Services and tasks outlined in the applicable accepted Proposal(s) or executed Task Order(s), and relevant amendments thereto, and encompasses all activities, deliverables, objectives, and milestones that the Consultant is contracted to complete within the agreed-upon timeframe and budget.

2. Project Authorization and Contract Documents.

- 2.1. During the Term of this Agreement, Client may periodically request Consultant to provide Proposals to perform professional Services for or on behalf of Client. In response to each such request, Consultant shall prepare a Proposal that integrates this Agreement and describes the proposed Scope of Services and associated fees and submit the Proposal to Client for its consideration. Depending on the Services to be offered, the Proposal may contain supplementary terms that modify the terms and conditions set forth in this Agreement. If the Proposal is acceptable to Client, Client may authorize Consultant to proceed with the Project by executing the Proposal and returning it to Consultant. Alternatively, Client may authorize the Project or a mutually-acceptable portion thereof, by Client preparing, or requesting Consultant prepare, a Task Order, as defined herein, for execution.
- 2.2. For any specific Project, in the event of an inconsistency between the terms of this Agreement and the terms of Consultant's Proposal or the terms of a Task Order, the terms and/or conditions of the document most recently executed by both Parties shall control.
- 2.3. Unless expressly stated otherwise in a Proposal, the fees, costs, and schedules in the Proposal constitute Consultant's estimated costs and estimated schedule for the Services. These estimates are not guaranteed. Consultant shall inform Client if it determines at any time that a material change to the nature, time, cost, or extent of Services is required or advisable. No material change will be made without Client's consent except pursuant to Section 13, below.
- 2.4. The Services for specific projects may be revised as agreed upon by the Client and Consultant which may, depending on the revision and its timing, be set forth in a Task Order incorporating the scope and cost of the revised or additional work. The new, revised, or amended Task Order shall be effective upon execution by both Consultant and Client.

3. Term and Effective Date. The Agreement shall be effective the date it has been signed by both Parties and shall continue in force and effect for a period of three (3) years or until (i) all Task Orders have been completed and all Consultant's invoices have been paid in full, whichever is longer; (ii) the Agreement is terminated by either Party; or (iii) the Agreement has been modified, or the Term has been extended, by a writing executed by both Parties.

4. Force Majeure.

- 4.1. Consultant's fees, costs, and schedule are subject to equitable adjustments, up to and including termination of the Agreement, for delays caused by occurrences or circumstances beyond Consultant's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measures or other circumstances, including, without limitation, unusual weather conditions ("**Force Majeure**").
- 4.2. If Consultant determines in its sole discretion, based on circumstances surrounding a Force Majeure event and its effect on the Services, that the health or safety of its personnel or its subcontractors' personnel is or may be at risk, Consultant shall have the right to temporarily cease providing its Services, and after consultation with Client and obtaining Client's approval, to take such measure as Consultant deems necessary to protect personnel, the environment, or property, at Client's expense.

5. Hazardous Substances; Reporting Obligations; General Risks.

5.1. Unanticipated Hazardous Substances.

A. Hazardous substances may exist at a site where there is no reason to believe that they are present ("**Unanticipated Hazardous Substances**"). The Parties agree that the discovery of Unanticipated Hazardous Substances constitutes a changed condition and may require a renegotiation of the Scope of Services, an adjustment of the schedule or estimated costs, or termination of the Task Order. Consultant shall notify Client as soon as practicable should Unanticipated Hazardous Substances be encountered.

B. Client waives any claim against Consultant and agrees that Consultant shall not be liable for any Claim for injury or loss arising from Consultant's discovery of, or responses to, Unanticipated Hazardous Substances.

C. In the event that samples or materials are collected as part of the Services, and the samples or materials contain hazardous substances or constitute hazardous waste, as defined by federal, state, or local statutes, regulations, ordinances or related requirements, Consultant will, after completion of testing, (i) return such samples and materials to the Client, or (ii) using a hazardous waste or hazardous materials manifest signed by Client as generator, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay the costs associated with the storage, transport, and disposal of such samples and materials. Client hereby assumes all potential liability as generator of the waste, including liability under CERCLA for arranging for the disposal of the hazardous substances.

5.2. *Reporting Immediate Threats.*

A. In accordance with individual states' general laws and regulations (collectively "**State Programs**"), the performance of the Services under the Agreement may require Consultant to act as a state-certified or registered professional with certain professional obligations owed to the public, including, in some instances, an independent duty to report the existence of certain environmental conditions, discharges or threats of releases or circumstances that in Consultant's professional judgment pose an imminent threat to public health or the environment ("**Immediate Threat**"). Consultant will report any such Immediate Threats it discovers and its assessment of the significance of the Immediate Threat to the Client so that the Client can report to the proper regulatory authorities.

B. If the Client fails to promptly report an Immediate Threat to the proper authorities as required by law, Consultant shall inform Client that it reasonably believes that Consultant has an independent legal or ethical responsibility to do so, citing the regulatory or ethical requirement in writing. If the Client still fails to report the Immediate Threat, Consultant may report such to the authorities. Client agrees that Consultant shall not incur liability for making any such disclosures or reports.

C. Client acknowledges that Consultant's obligations under the State Programs may conflict with the interests of the Client. The Client agrees that Consultant shall be immune from all civil liability resulting from any actual or alleged conflict between the interests of the Client and the requirements of the State Programs. The obligations of this paragraph shall extend also to any federal obligations imposed upon Consultant in connection with the Services.

5.3. *General Risks.* Client recognizes that special risks exist and "guarantees" cannot be expected under the Agreement, specifically in Consultant's determinations regarding the composition of a site's subsurface including the existence or non-existence of hazardous or regulated substances Consultant cannot eliminate these risks or guarantee any particular result. Client acknowledges that an increased scope of investigation may reduce, but not eliminate risk. The passage of time also affects the information presented in the report. Consultant opinions are based upon the scope of Services performed and the information and observed site conditions that existed at the time Consultant's opinions were formulated.

5.4. *Waste Containment.* If hazardous or toxic waste, hazardous materials, hazardous chemicals or compounds, or hazardous substances, or waste regulated by local, state, provincial or federal law, including, without limitation, any sampling materials such as drill cuttings and fluids or asbestos ("**Waste**") are encountered by Consultant, Consultant shall have the option, but not the obligation, to appropriately containerize the Waste and either (i) leave the containerized Waste on Site for proper disposal by Client or (ii) using a manifest signed by Client as generator, assist Client with transportation of the Waste to a location selected by Client for disposal. Client acknowledges that at no time does Consultant assume authority over the transportation or disposal of, or title to, or the risk of loss associated with, the Waste. Client agrees Consultant shall have no liability for any and all Claims (including, without limitation, any liability derived from any local, state, provincial or federal law) in any way related to Consultant's assistance with the storage, transportation, or disposal of the Waste, except to the extent such Claims result from Consultant's gross negligence or willful misconduct.

6. **Labor Rates.**

- 6.1. For Services charged on a time-and-material or cost-reimbursable basis, labor, costs, and expenses will be billed to Client as indicated in the Proposal or Task Order.
- 6.2. All labor rates are subject to periodic adjustment by Consultant. If labor rates are not stated in the Proposal, Consultant's standard labor rates in effect at the time Services are performed shall apply.
- 6.3. If Services covered by the Proposal are subject to taxes or fees (except income taxes), such costs will be charged to

and reimbursed by Client. A handling and administrative charge of 15% will be added to all subcontractor or subconsultant expenses.

7. Invoices and Payment.

- 7.1. Services shall be invoiced monthly, or as otherwise set forth in the Proposal or Task Order. Unless otherwise agreed in writing, invoices will be payable within thirty (30) days of receipt by the Client. If the Client objects to any portion of an invoice, the Client shall notify Consultant in writing within seven (7) business days from the date of receipt of the invoice, and shall state the reasons for the objection, and timely pay the portion of the invoice that is not in dispute. The Parties shall work together in good faith to settle the disputed portion of any invoice. If any billing and payment dispute cannot be resolved within thirty (30) days of Consultant’s receipt of written notice thereof, Consultant may pursue all legal and equitable remedies under applicable law in a court of competent jurisdiction.
- 7.2. Consultant may furnish opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs (collectively, “**Opinions of Probable Cost**”). Opinions of Probable Cost prepared by Consultant hereunder will be made on the basis of Consultant’s experience and qualifications and will represent Consultant’s judgment as an experienced and qualified design professional. Consultant does not represent, warrant, or guarantee the accuracy of such estimates and shall not be liable should actual costs differ from issued Opinions of Probable Cost.
- 7.3. Invoiced charges not paid within the time periods set forth in Section 7.1, shall be deemed delinquent and accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law, whichever is less. Late payments shall be first applied to accrued interest and then to unpaid principal. Interest charges will not apply to any disputed portion of an invoice, to the extent the dispute is resolved in favor of the Client.

8. Termination.

- 8.1. Either Party may terminate the Agreement for cause by written notice to the other Party (i) upon breach by the other Party of a material obligation under the Agreement, (ii) if the other Party goes into bankruptcy, is liquidated or is otherwise unable to pay its debts as they become due, or (iii) if the other Party resolves to appoint or has appointed for it an administrator, receiver or other similar officer affecting the Party’s business, property or assets in a manner that affects or could affect the Party’s ability to pay its debts as they become due or its ability to fulfill its obligations under this Agreement or a contract integrating this Agreement.
- 8.2. If the Agreement is terminated by either Party for cause, Consultant shall cease provision of Services. Any termination for cause will be effective only if the terminated Party is given (a) at least 10 calendar days’ written notice of termination, (b) opportunity to consult with the terminating Party before the termination date, and (c) reasonable opportunity to cure the breach. The foregoing notwithstanding, if Client fails to pay any invoice within 10 business days of its due date, Consultant reserves the right to stop performance of the Services immediately upon notice to Client of its non-payment.
- 8.3. Client may terminate the Agreement for its convenience upon five (5) business days’ written notice to Consultant, in which event Client shall pay all fees and expenses for Services accrued as of the termination date and Consultant’s reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice.

9. Insurance.

- 9.1. During the term of this Agreement, Consultant shall, at its own expense, maintain and carry the insurance as set forth below. Consultant will furnish certificates of such insurance or policy declaration pages upon request.

TYPE	LIMITS
Worker’s Compensation	Statutory Limit
Employer’s Liability	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit

Commercial General Liability including Contractual Liability, Broad Form Property Damage, and Completed Operations	\$1,000,000 (Combined Single Limit) \$2,000,000 (General Aggregate)
Automobile Liability , including Bodily Injury/Property for Owned, Hired, and Non-Owned Vehicles	\$1,000,000 (Combined Single Limit)
Professional Liability (Errors and Omissions) Per Claim Aggregate	\$5,000,000 \$5,000,000
Contractor's Pollution Liability Coverage Per Claim Aggregate	\$5,000,000 \$5,000,000
Excess Liability (Umbrella Form)	\$5,000,000

9.2. Upon written agreement of the Parties, Consultant may procure and maintain additional insurance coverage or increased policy limits at Client's expense.

10. Indemnification; Limitation of Liability.

- 10.1. Consultant shall indemnify Client, its affiliates and their respective directors, officers, and employees (individually and collectively, "**Client Indemnitees**") from and against Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Consultant. The foregoing does not include Client's attorney's fees or other fees.
- 10.2. Client agrees that Consultant, its affiliates and their respective directors, officers, employees, and contractors (individually and collectively, "**Consultant Indemnitees**") shall not be liable for Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Client.
- 10.3. Consultant shall not be liable to a Client Indemnitee or any third party for the creation, existence or release of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto, existing at a Site prior to commencement of the Services ("**Pre-Existing Condition**"), and Client agrees that Consultant shall have no liability for Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of a Consultant Indemnitee.
- 10.4. Neither Party shall be liable to the other, including without limitation, insurers, for any lost, delayed, or diminished profits, revenues, business opportunities or production or for any incidental, collateral, special, indirect, punitive, exemplary, financial, consequential, or economic losses or damages of any kind or nature whatsoever, however caused regardless of whether the Client Indemnitee or Consultant Indemnitee, as applicable, knew or should have known of the possibility of such losses or damages.
- 10.5. In no event will a Consultant Indemnitee be liable to a Client Indemnitee or anyone claiming by, through or under it, including without limitation, insurers, for any amount in excess of two hundred fifty thousand dollars (\$250,000) in the aggregate. To the maximum amount permitted by law, Consultant shall have no liability if Client fails to initiate legal proceedings within twelve (12) months of the performance of the Services. Client releases Consultant Indemnitees from any damages sustained by Client in excess of the amount stated in this Section, and to the maximum extent permitted by law, from any claim that it is the subject of proceedings not initiated within the time period specified in this Section.
- 10.6. The provisions of this Section 10 will (i) apply to the fullest extent allowed by law, and (ii) survive the completion of Services and the expiration, cancellation, or termination of the Agreement.

11. Standard of Care. Consultant's Services shall be performed using the degree of care and skill ordinarily exercised by other members of the engineering and science professions providing substantively similar Services in the same locality and time, subject to the time limits and financial and physical constraints applicable to the Services and Project. Consultant makes no representations and provides no warranties or guarantees other than those expressly set forth herein. Any implied representations, warranties, or guarantees are expressly disclaimed.

12. Client Responsibilities.

- 12.1. Client shall assist Consultant in connection with Services as reasonably necessary, including, without limitation, as specified in the authorized Proposal. If applicable to the Services, Client will provide Consultant:

- A. Clean, secure, and unobstructed space at the Site, as applicable and available, for Consultant's and its subcontractors' equipment and vehicles.
- B. Specifications (including, without limitation, facility schematics, Site schematics, engineering drawings and plot plans) detailing the construction of underground and aboveground facilities located at the Site that pertain to Consultant's Services or are necessary to enable Consultant to perform the Services.
- C. Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles, or sensitive conditions before Consultant commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client agrees that Consultant shall not be liable for any harm, injury, or damages arising out of or related to contact with such hazards.
- D. Selection of any hazardous waste transporter and disposal facility and arrangements for execution of the waste generator portion of any bill of lading, waste manifest, waste profile and related documents.
- E. All information related to the Services in Client's possession, custody or control reasonably required by Consultant or which Client knows would affect the accuracy or completeness of Services.

12.2. *Site Access.*

- A. Client shall provide reasonable ingress to and egress from the Site for Consultant and its subcontractors and their respective personnel, equipment, and vehicles, including but not limited to obtaining any, site access, consents or easements and complying with their terms. If Client does not own the project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant.
- B. Client acknowledges that Consultant's ability to comply with the schedule for performance of Services is contingent upon timely and complete Site access. Consultant shall not be responsible for damages or delays arising from the Client's actions or inactions regarding Site access. Depending on the Services to be performed in connection with the Project, Consultant's Proposal may require that an authorized, knowledgeable representative of the Site owner be present during some or all of the on-site activities.
- C. Unless otherwise expressly agreed in writing by the parties, Client is responsible for Site security.

- 12.3. Client warrants and represents that all information provided by, on behalf of, or at the request of Client or any governmental agency to Consultant (including any Consultant subcontractor), shall be accurate and complete. Consultant has the right to rely on such information, without independent investigation, verification, or inquiry.

13. **Change Orders.**

- 13.1. Consultant shall complete its Services as set forth in the authorized Proposal or Task Order unless modified in writing by Client and Consultant ("**Change**"). Consultant shall be entitled to equitable adjustment in compensation and schedule based on the agreed to changes.
- 13.2. In the event of a Change, the Client may choose to: (i) authorize completing the Services as originally defined; (ii) authorize additional funds to complete the revised Proposal or Task Order; or (iii) request that provision of Services cease upon reaching a specific expenditure level. If option (iii) is selected, then Consultant will turn over such data, results and materials completed at the authorized level. Regardless of which option is selected, Client agrees to pay Consultant for all work properly performed, and Consultant and Client shall both continue to fulfill their obligations under this Agreement.

14. **Notices and Authorized Representatives.**

- 14.1 **Notices.** Any and all notices required or permitted under or in connection with this Agreement shall be made in writing by the notifying Party upon the Authorized Representative of the notified Party as identified, below. Each such Notice shall be delivered by Registered United States mail or via a prepaid overnight courier service providing evidence of receipt.
- 14.2 **Project Communications.** Any project communications, except for Notices made in accordance with Paragraph 14.1, above, and including but not limited to those made: by United States mail, via email, by telephone, Teams,

Zoom or similar internet-based communications platform, by text (sms), or by facsimile shall be directed to Authorized Representative of the receiving Party, unless directed otherwise in writing by the Authorized Representative of the receiving Party.

- 14.3 Authorized Representatives. The name and contact information of the Authorized Representative designated by each Party is set forth below. Each Party may change its Authorized Representative by providing prior written Notice to the other Party. The Authorized Representatives of the Parties may, by prior written agreement, designate other individuals within their respective organizations to receive or provide identified routine communications such as invoicing or accounts payable/receivable, on-site project coordination, or to address a particular technical or administrative issue.

Authorized Representative of Consultant is:

Name: Chris Kogelnik, PE
Title: Senior Project Manager
Address: 908-2 Sahara Trail Youngstown, OH 44514
Email: ckogelnik@verdantas.com
Office Phone: 330.272.9330
Mobile Phone: 330.608.0759

Authorized Representative of Client is:

Name: Jackie Woodward
Title: Mayor
Address: 1455 Salt Springs Road Warren, OH 44481
Email: mayor@lordstownvillage.com
Office Phone:
Mobile Phone: 234.699.8182

- 15. **Use of Name.** Client authorizes Consultant to use Client's name, and a general description of the Services and subject matter thereof, as a reference for prospective clients and projects.
- 16. **No Third-Party Reliance.** Except as provided otherwise herein, the authorized Proposal, the applicable Task Order, or is subsequently agreed in writing by Consultant, the Agreement does not, and is not intended to, grant to any person other than Consultant and Client any benefit, right or remedy hereunder. Unless otherwise expressly agreed by Consultant in writing, Client will not provide Consultant's work product to any third party, and no third party will have the right to rely on the Services or Consultant's Work Product. If a court determines, notwithstanding this Section 16, that a third party has the right to rely on Services, to the fullest extent allowable under applicable law, such reliance is subject to the limitations included in the Agreement. Client agrees Consultant shall have no liability for Claims resulting from a Client Indemnitee directly or indirectly providing Consultant work product to a third party absent Consultant's prior express written consent.
- 17. **Work Product.**
 - 17.1. Client agrees that Consultant shall retain ownership rights in all deliverables conceived, developed, or made by Consultant and its affiliates during performance of the Services including all documents, data, calculations, field notes, estimates, work papers, reports, materials, methodologies, technologies, know-how and all other information prepared, developed, or furnished by or on behalf of Consultant ("**Work Product**"). Client acknowledges and agrees that Consultant shall maintain all ownership rights in technical information, inventions, discoveries, improvements, and copyrightable material, made or conceived by Consultant prior to its commencing performance of the Services or developed by Consultant outside the scope of the Services.

- 17.2. Upon its receipt of payment in full for the Services, Consultant shall grant Client a non-exclusive, royalty-free license to use such work product only for the Project, as specified by the authorized Proposal or applicable Task Order, for the purposes for which was prepared by Consultant.
- 17.3. Work Product is created solely for the purposes of Consultant's performance of the Services. Any unauthorized changes made by Client to, and any re-use by Client of, the Work Product, shall be at Client's sole risk and without liability to Consultant and Client agrees that Consultant shall not be liable for any all claims, suits, actions or damages related to such use of Work Product by Client.
- 17.4. Consultant makes no warranty as to the compatibility of the electronic data included in Work Product for any operating system, software, or software version other than that stated in a specific project Proposal or Task Order. By accepting electronic data, Client acknowledges the risks and waives any and all claims against Consultant in the event of incompatibility or alteration of Work Product by an operating system or software not due to the actions of either Party.
- 18. Severability.** If one or more provisions of this Agreement is determined to be invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness, and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar in intent to the subject provision as possible without compromising the validity or enforceability of the substitute provision.
- 19. Governing Law; Conflict Resolution.**
- 19.1. The Agreement is governed by and shall be construed in accordance with the laws of the state in which the Project is located. The state courts in which the Project is located have exclusive jurisdiction and venue over all disputes arising out of the Agreement and is deemed to be the place of performance for all obligations under the Agreement. The Parties waive any objection to this section on grounds of inconvenient forum or otherwise.
- 19.2. The Parties agree that all disputes arising under the Agreement shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. The Parties agree to waive their rights to a jury trial of any conflict related hereto.
- 19.3. All causes of action, including but not limited to actions for indemnification, arising out of or relating to Consultant's work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either: (i) the date of substantial completion of the Services, for acts or failures to act occurring prior to substantial completion, or (ii) the date of issuance of Consultant's final invoice, for acts or failures to act occurring after substantial completion of the Services.
- 20. Miscellaneous.**
- 20.1. *Interpretation.* Words in the singular include the plural and vice versa. Section captions are for convenience only and do not affect the meaning or construction of the terms set forth in this Agreement. A reference to a specific item as included within a general category does not exclude items of a similar nature, unless expressly stated otherwise.
- 20.2. *Non-solicitation.* During the term of this Agreement and for one year thereafter, Client will not target and then hire any Consultant professional providing services to Client under this Agreement. Without limiting any damages or other remedies, immediately upon any breach of the foregoing, Client will pay Consultant an amount equal to 50% of Consultant professional's ending annual salary with Consultant.
- 20.3. *Subcontracts.* Consultant may subcontract all or any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Agreement.
- 20.4. *Entire Agreement.* The Agreement, including approved Proposals and applicable Task Orders, constitutes the entire understanding between the Parties and the full and final expression of such understanding, and supersedes all prior and contemporaneous agreements, representations, or conditions, express or implied, oral, or written.
- 20.5. *Waiver; Amendment.* A provision of this Agreement may be waived, deleted, or modified only by a document signed by the Parties stating their intent to modify the Agreement.
- 20.6. *Survival.* Sections 7, 10, 15, 16, 17, 18 and 19 and all provisions of this Agreement that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of the Agreement.

- 20.7. *Relationship of Parties.* The Agreement does not give either Party the authority to act as an agent or partner of the other Party, or to bind or commit the other Party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust, or other association of any kind.
- 20.8. *Language.* Client hereby confirms and agrees that this Agreement and all documents relating hereto be drafted in English.

IN WITNESS WHEREOF, each Signatory hereto, by affixing their signature below, agrees to and accepts the terms and conditions set forth herein and represents that they are authorized to execute this Agreement on behalf of their respective Party.

CLIENT:

By: J Woodward
Name: _____
Title: _____
Date: _____

CONSULTANT:

By: Anthony Mancari
Name: Anthony Mancari, P.E.
Title: Department Leader
Date: 3/28/25



**ATTACHMENT A
FOR
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 2025-1
 PROJECT NAME: General Services
 PROJECT NO: CTC.0025157500
 CONTRACT NO: 1

Subject to the terms and conditions of the above referenced Contract, the Consultant agrees to perform the following Scope of Work (briefly describe scope, schedule, budget and reference the proposal, if applicable):

Task 1 - General Services for Village Council from April 1, 2025 to March 31, 2026 and entail attending up to two Council Meetings per month, producing one Engineer's Report to Council per month, consultation by phone, producing preliminary estimates of probable construction along with budgets for engineering and/or other technical services, and updating the Village's Capital Improvements Plan.

Task 2 - General Services for Village Board of Public Affairs (BPA) from April 1, 2025 to March 31, 2026 and entail attending up to two BPA Meetings per month, producing one Engineer's Report to the BPA per month, consultation by phone, producing preliminary estimates of probable construction along with budgets for engineering and/or other technical services, and verifying system capacity and pressure from the Village's Water Model for pending site development projects.

Description	Total Annual Cost
Task 1 - General Services for Village Council, to be invoiced monthly	\$13,200.00
Task 2 - General Services for Village BPA, to be invoiced monthly	\$6,600.00
Total Annual Cost	\$19,800.00

Total monthly cost for Council shall be \$1,100.00 and total monthly cost for BPA shall be \$550.00.

Attachments: Yes No

VERDANTAS PROJECT CONTACT: Christopher Kogelnik, PE

CLIENT PROJECT CONTACT: Jackie Woodward, Mayor

This Task Order is hereby accepted and incorporated into the existing Contract:

BY: VERDANTAS LLC BY: CLIENT
Chris Kogelnik, PE Woodward
 TITLE: Senior Project Manager TITLE: _____
 DATE: March 27, 2025 DATE: Click or tap to enter a date.

Valid for 30-days. (Please return one signed original to your Verdantas project contact and retain one signed original for your records)





**ATTACHMENT A
FOR
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 2025-2
 PROJECT NAME: Salt Springs Road BPS Relocation
 PROJECT NO: CTC.0023126500
 CONTRACT NO: 1

Subject to the terms and conditions of the above referenced Contract, the Consultant agrees to perform the following Scope of Work (briefly describe scope, schedule, budget and reference the proposal, if applicable):

Prior authorizations on the Salt Springs Road BPS Relocation:

- 1- 8/12/22, \$92,000 planning and design services
- 2- 11/21/23, \$4,000 easement and title services
- 3- 5/16/24, \$8,794.12 additional easement and title services

Total authorized thus far = \$104,794.12. This budget has been completely used primarily because of the changes in multiple easement sites for this BPS. The forthcoming design through end of bid phase services for the new water booster station location on Parcel 45-196260 are as follows:

Tasks	Task description	Amount
01	Project management	\$10,100
02	QA/QC	\$3,700
03	Survey	\$9,500
04	Geotechnical engineering	\$7,700
05	Design on new site	\$12,200
06	Wetlands & regulatory reviews	\$9,500
07	Bidding (WAS NOT INCLUDED BEFORE)	\$10,100
08	Easement for new site	\$3,500
09	Easement coordination	\$1,000

Description	Total Cost
Tasks 1 through 9 to be invoiced lump sum on a percent complete	\$67,300.00
Total	\$67,300.00

Attachments: Yes No

VERDANTAS PROJECT CONTACT: Christopher Kogelnik, PE

CLIENT PROJECT CONTACT: Chris Peterson, BPA President

This Task Order is hereby accepted and incorporated into the existing Contract.

BY: VERDANTAS LLC
Chris Kogelnik, PE

CLIENT
Christopher Kogelnik
 BY: _____

TITLE: Senior Project Manager

TITLE: _____

DATE: March 27, 2025

DATE: Click or tap to enter a date.

Valid for 30-days. (Please return one signed original to your Verdantas project contact and retain one signed original for your records)





**ATTACHMENT A
FOR
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 2025-3
PROJECT NAME: Henn Parkway Improvements
PROJECT NO: TBD
CONTRACT NO: 1

Subject to the terms and conditions of the above referenced Contract, the Consultant agrees to perform the following Scope of Work (briefly describe scope, schedule, budget and reference the proposal, if applicable):

The following pre-planning tasks will be performed by Verdantas for the Henn Parkway Drainage Issues and the Henn Parkway Roadway to allow the Village to make informed decisions in order to implement a comprehensive improvements project.

- Coordinate with existing trust of current parcel owner and the property manager (Western Reserve Land Conservancy - WRLC) to determine if a maintainable easement for an open drainage channel can be established through the present conservancy to allow for free discharge from the existing 42-inch discharge pipe from M&M.
- Discuss with OEPA what permitting requirements would be needed for the discharge into the conservancy (to be official / permissible). Being this is a point discharge it will likely require an NPDES permit. The existing 42-inch diameter culvert conveys stormwater from part of the SR 45 corridor and from Ultium and ODFL. The culvert is owned and maintained by M&M Industries. Therefore, it is likely M&M would need to obtain the NPDES permit (if its needed).
- Since the east end of the Henn Parkway cul-de-sac also does not currently have a free drainage discharge point and because the existing culvert pipe is currently blocked off; discuss with the existing trust entity reinstating the discharge from the Village's Henn Parkway storm sewer onto the subject private property. The discharge from the Henn Parkway storm culvert pipe would still flow to and through the existing detention pond on the private property which then drains to Mud Creek. Needs coordination.
- Provided that solutions are successfully coordinate and developed from above, Verdantas will produce one concept plan to present to the Village that illustrates probable improvements for drainage and the improvements for the roadway elements.
- Compare with the funds the Village has saved from the 2017 LEC RUMA to the costs needed to improve Henn Parkway today. Provide advice to the Village on gap funding such as through OPWC. OPWC funds can only be used on Village property, not private property.
- Provide the Village a total probable project cost to implement the identified drainage improvements from the M&M 42-inch diameter storm culvert.
- Project management for above.
- Design, permitting, funding applications, and construction phase services would be additional and are not yet included.

Description	Total Cost
Above tasks to be invoiced hourly on a not-to-exceed basis	\$16,200.00
Total	\$16,200.00

Attachments: Yes No



VERDANTAS PROJECT CONTACT: Christopher Kogelnik, PE

CLIENT PROJECT CONTACT: Jackie Woodward, Mayor

This Task Order is hereby accepted and incorporated into the existing Contract:

VERDANTAS LLC
BY: Chris Kogelnik, PE

TITLE: Senior Project Manager

DATE: March 27, 2025

CLIENT
Jackie Woodward

BY: _____

TITLE: _____

DATE: Click or tap to enter a date.

Valid for 30-days. (Please return one signed original to your Verdantas project contact and retain one signed original for your records)



**ATTACHMENT A
FOR
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 2025-4
 ARC FY 26 Infrastructure Funding
 Application for Hallock-Young
PROJECT NAME: Connector Waterline
PROJECT NO: TBD
CONTRACT NO: 1

Subject to the terms and conditions of the above referenced Contract, the Consultant agrees to perform the following Scope of Work (briefly describe scope, schedule, budget and reference the proposal, if applicable):

History: The Village of Lordstown submitted an application through ARC's FY 24 Program for this subject project in May 2023 requesting \$500,000 in funding for construction. This project's probable construction cost is \$2.1M. Eight other projects in our region were funded in FY 24 which had average funding requests of approximately \$225,000. Lordstown's project is shovel-ready but ranked 9th in FY 24 due to a significantly larger funding request as compared to the other projects in the region. Lordstown's project was considered by Eastgate but did not get funded. Therefore, Lordstown would need to adjust in subsequent applications by requesting a lower more competitive amount.


- Verdantas will coordinate with Eastgate's ARC liaison to get a confident sense on the expected amount to request in FY 26 and prepare one ARC Infrastructure pre-application for the subject project.
- Verdantas will attend all coordination meetings with Eastgate on behalf of the Village.
- Verdantas will coordinate with Village staff and provide updates for the pre-app process.
- Project management for above.
- OEPA Permit, and Final ARC Application submission services would be additional services and are not yet included. Note: the Village should consider updating the existing OEPA Water Permit before applying for funding.

Description	Total Cost
Above tasks to be invoiced hourly on a not-to-exceed basis	\$3,500.00
Total	\$3,500.00

Attachments: Yes No

VERDANTAS PROJECT CONTACT: Christopher Kogelnik, PE
 CLIENT PROJECT CONTACT: Chris Peterson, BPA President

This Task Order is hereby accepted and incorporated into the existing Contract:

BY: VERDANTAS LLC
Chris Kogelnik, PE BY: CLIENT




TITLE: Senior Project Manager

TITLE: _____

DATE: March 27, 2025

DATE: Click or tap to enter a date.

Valid for 30-days. (Please return one signed original to your Verdantas project contact and retain one signed original for your records)

