

BOARD OF PUBLIC AFFAIRS

ORDINANCE NO. 38-2025

**AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO ENTER INTO A MASTER AGREEMENT FOR FUNDING OF LEGAL, ENGINEERING AND CONSTRUCTION COSTS WITH FOXCONN EV PROPERTY DEVELOPMENT, 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 of the Village of Lordstown has recommended that the Council of the Village of Lordstown enter into a **Master Agreement for Funding of Legal, Engineering and Construction Costs** with Foxconn EV Property Development, 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).

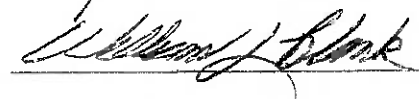
**Section II:** That the Council of the Village of Lordstown concurs with the recommendation of the Board of Public Affairs and hereby authorizes the Village of Lordstown to enter into the Master Agreement for Funding of Engineering and Construction Costs with Foxconn EV Property Development, LLC.

**Section III:** That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety, and welfare, and for the further reason that this Ordinance must be enacted in a timely manner in order to ensure that the construction projects outlined in Exhibit A are adequately funded and implemented to meet the needs of the Village.

**Section IV:** 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 July, 2025.

  
\_\_\_\_\_, Mayor

  
\_\_\_\_\_, Clerk

BOARD OF PUBLIC AFFAIRS

RESOLUTION NO. 2025-8

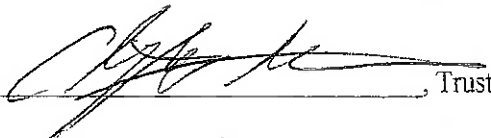
A RESOLUTION RECOMMENDING THAT VILLAGE COUNCIL AUTHORIZE THE VILLAGE OF LORDSTOWN TO ENTER INTO A MASTER AGREEMENT FOR FUNDING OF LEGAL, ENGINEERING AND CONSTRUCTION COSTS WITH FOXCONN EV PROPERTY DEVELOPMENT, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC AFFAIRS OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

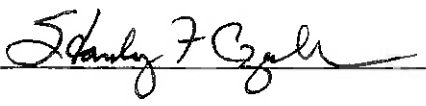
**Section I:** That the Board of Public Affairs recommends that Village Council authorize the Village of Lordstown to enter into a **Master Agreement for Funding of Legal, Engineering and Construction Costs** with Foxconn EV Property Development, LLC (a copy of which is attached hereto as **Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Resolution).

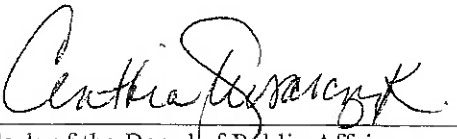
**Section II:** That the passage of this Resolution and all deliberations relating to the passage of this Resolution were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed by the Board of Public Affairs this 17th day of July, 2025.

 \_\_\_\_\_, Trustee

 \_\_\_\_\_, Trustee

 \_\_\_\_\_, Trustee

  
\_\_\_\_\_  
Clerk of the Board of Public Affairs

**Master Agreement for Funding of Legal, Engineering, and Construction Costs between  
Village of Lordstown, Ohio and Foxconn EV Property Development, LLC**

This Master Agreement for Funding of Legal, Engineering, and Construction Costs ("Agreement") is entered into as of the date of the last signature hereto, between the Village of Lordstown, Ohio, an Ohio municipal corporation (hereinafter, "Village"), and Foxconn EV Property Development, LLC, an Ohio limited liability company (hereinafter, "Foxconn"), (together "the Parties").

**RECITALS**

- A. WHEREAS, Foxconn is expanding its facility at 2300 Hallock Young Road, Lordstown, OH 44481 ("Expansion Project"), which will require an increased supply of potable water via the Village's water supply system.
- B. WHEREAS, the Village owns and operates municipal potable water distribution infrastructure in Lordstown, OH, within close proximity of Foxconn's Project.
- C. WHEREAS, the Expansion Project requires the extension of the 12" water main along Hallock Young Road ("Hallock-Young Connector Waterline Project"), which will connect to the existing Village waterline on Ellsworth-Bailey Road creating a redundant flow path.
- D. WHEREAS, Foxconn will connect its water service lines to the proposed extension of the Hallock-Young Connector Waterline Project.
- E. WHEREAS, the Expansion Project requires traffic signal improvements for eight (8) existing Village traffic signals along Hallock Young Road and Ellsworth-Bailey Road ("Traffic Light Project") to accommodate traffic concerns in connection with the Expansion Project.
- F. WHEREAS, completion of the Expansion Project, Hallock-Young Connector Waterline Project, and Traffic Light Project is imminent and so the Parties are entering into this Agreement to make clear the mutual commitments with respect to engineering and construction necessary for the Projects.

NOW, THEREFORE, for good and valuable consideration of the promises and mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the Parties, the Village and Foxconn hereby agree as follows:

1. Task Order Nature of this Agreement. The Parties anticipate that the following work to be undertaken by Foxconn under this Agreement will include the following for any and all work to be performed on the Hallock-Young Connector Waterline Project and Traffic Light Project "Designated Improvements" as conceptualized in Exhibit "A":
- a. Land development and site plan review services.
  - b. Construction administration and observation services performed by Verdantas

- c. New water service meter pits at the east side of the facility and in front of the proposed modular building. Backflow preventions systems would be designed and installed by Foxconn's representatives after approval by the Village Water Dept.
- d. Installation and approval of new taps with the meters and backflow preventer, along with bacterial and pressure testing prior to accepting new water lines for Foxconn's modular building
- e. Other associated improvements currently not identified, but necessary to establish a technically sound and reliable potable water interconnections with the existing Village water main line on Ellsworth-Bailey Rd west of the facility and the existing Village water main line on Hallock-Young Rd east of the facility as well as the two new service line connections to the facility.
- f. See attached probable construction costs and listed items for construction and estimates for engineering services and listed items for engineering service tasks for the Hallock-Young Connector Waterline Project as well as the technical specs provided to Foxconn by Verdantas on or about July 17, 2025, which are incorporated herein by reference, as well as the task order for site plan review issued by Verdantas for Foxconn's newest modular building.
- g. See attached costs for replacements and upgrades for the Traffic Light Project.

The Designated Improvements may have an engineering evaluation phase and/or a design phase (including preliminary and final design) before the construction phase is undertaken. Any particular phase for a particular Designated Improvements shall require prior approval by the Village of a corresponding Task Order, consistent with one of the Form Task Orders attached hereto as Exhibits B and C, whichever is applicable, which sets forth the exact scope of work, schedule, and dollar value to be paid by Foxconn. This Agreement shall serve as the terms and conditions that govern each Task Order. The provisions of this Agreement shall supersede any conflicting provisions of any Task Order.

## 2. Contract Procurement

- a. Foxconn will procure all outside legal, consulting, engineering and construction administration services used in connection with evaluation or design of the Designated Improvements, in a manner consistent with resolutions and ordinances passed by Village Council, as well as in accordance with the attached documents and per the technical specs provided to Foxconn by Verdantas on or about July 17, 2025. The Village will have the right to review all consulting, engineering, and construction administration contracts.
- b. Foxconn shall hire Shimizu of North America as an EPC (Engineering, Procurement, and Construction) contractor to oversee the Hallock-Young Connector Waterline Project.
- c. Foxconn shall hire Main Lite Electric Company Inc. for the Traffic Light Project.

- d. Foxconn shall construct the Designated Improvements for the Hallock-Young Connector Waterline Project and Traffic Light Project as its sole cost and expense and also be responsible for any consulting, engineering, and legal expenses incurred and/or paid for by the Village in connection with the Hallock-Young Connector Waterline Project and Traffic Light Project. Upon Foxconn's receipt of invoices from the Village for such engineering and legal expenses, Foxconn shall remit payment for the invoice to the Village, within five (5) business days.
- e. This Agreement shall be subject to all applicable ordinances, rules and regulations including but not limited to the Village of Lordstown Board of Public Affairs Water Department Rules and Regulations Governing Water Use and Service revised December 19, 2023, other than as may be expressly adjusted by this Agreement.
- f. In the event that the cost of the Designated Improvements exceeds the projected costs provided to Foxconn, Foxconn shall be responsible for paying any additional amounts.
- g. Change orders. Notwithstanding any other provision in this Agreement to the contrary, Foxconn shall pay for any costs or expenses arising out of changes to the work for any particular Designated Improvements and shall be liable for extra costs that are attributable to design changes for which the general contractor is entitled to relief under the terms of the general contract.
- h. Foxconn shall also be liable for any necessary legal expenses incurred by the Village in connection with the Hallock-Young Connector Waterline Project and Traffic Light Project.

3. Contract Terms and Conditions

- a. Foxconn will ensure that language consistent with the following provisions is included in all consulting engineering, construction administration, and construction contracts it enters into in connection with any Designated Improvement, as applicable:
  - i. The Village must be an express third-party beneficiary to all contracts.
  - ii. The Village must be an additional named insured on all liability insurance policies except for any professional liability policies.
  - iii. All construction contracts will be bonded using the form of bond stipulated in Ohio Revised Code 153.57 or 153.571, whichever applies. Each such bond will include a dual obligee rider naming the Village as an obligee.
  - iv. Any limitation of liability provision in any consulting engineering or construction administration contract shall not limit liability to anything less than the greater of \$5 million dollars or the aggregate limit of the applicable professional liability insurance policy.

v. Foxconn shall procure or cause to be procured a builder's risk insurance policy for all Designated Improvements in the amount of the full replacement cost thereof, which is written in an "all risk" or open peril or special causes of loss policy that insures for physical loss or damage to the work, temporary buildings, falsework, materials and equipment in transit and insures against at least the following perils or cause of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, and water damage (other than flood).

b. Upon completion of the Hallock-Young Connector Waterline Project, Foxconn agrees to accept water service exclusively from the Village on terms and conditions for such service that shall be provided in a separate agreement.

4. The Village's Review of Documents

a. The Village shall have the right to review and comment on all agreements related to engineering as well as all contract documents or any construction contract for any particular Designated Improvements and withhold its consent to use of the same based on reasonable objections and failure to conform to this Agreement or to the Village's reasonable comments.

5. Ownership of the Designated Improvements

- a. Foxconn shall obtain and record all easements necessary for construction of the Designated Improvements and, upon completion, for the maintenance of the Hallock-Young Connector Waterline Project and Traffic Light Project, in a format acceptable to the Village, and record any easements with the Trumbull County Recorder. Upon final approval and acceptance of the Designated Improvements by the Village, Foxconn shall by bill of sale or other conveyance or dedication, in a form approved by the Village, convey ownership of the Designated Improvements to the Village. Final approval and acceptance shall include approval of all testing and closeout documents being provided to the Village, which shall be within two (2) months of the Certificate of Substantial Completion date for the Hallock-Young Connector Waterline Project.
- b. Foxconn shall assume all costs incurred in correcting any work not performed in accordance with the construction plans or damage caused to the Village's facilities / property.
- c. Foxconn agrees to pay for any repairs or replacements of the Designated Improvements during the period of one year subsequent to the substantial completion date.
- d. Immediately after the Final Acceptance date, Foxconn will coordinate with the Village's Water Department to establish new water service connection(s) and make the physical connection to their new water meter(s).

6. Time is of the Essence

- a. Time is of the essence for the performance of this Agreement. The Village currently has an OEPA Water Permit for the Hallock-Young Connector Waterline Project with an expiration date of May 17, 2028. The parties agree that the Substantial Completion date for the Designated Improvements shall be no later than eighteen (18) months of the parties' execution of this Agreement. .

7. Dispute Resolution

- a. Any dispute that is not resolved through negotiation will be subject to binding arbitration through the American Arbitration Association.

8. Miscellaneous

- a. Notices. All notices, bills, and correspondence between the Parties shall be sent to the following addresses:

Village of Lordstown:

Foxconn EV Property Development, LLC:

William L. Blank  
 Village Clerk  
 1455 Salt Springs Road  
 Lordstown, Ohio 44481

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- b. Modifications; Binding Effect. This Agreement may not be altered, changed, or amended, except by instrument in writing signed by both Parties hereto. The provisions of this Agreement shall be binding upon and inure to the benefit of any successor assignee of the Parties hereto and upon any commission, council, board, or officer which hereafter by operation of law succeeds to the powers and duties of any of the councils, commissions, boards, or officers herein mentioned.
- c. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby.
- d. Foxconn is authorized to do business in, and is in good standing under the laws of, the State of Ohio, and has all requisite power and authority to enter into this Agreement and perform all of the duties and obligations required of it by, under or pursuant to this Agreement. This Agreement has been fully authorized by all requisite action, and upon the execution and delivery of this Agreement by Foxconn, it will be legally binding upon Foxconn in accordance with its terms and conditions.
- e. In the event of a breach by Foxconn, the Village shall be entitled to specific performance and may elect to have the Hallock-Young Connector Waterline

Project and/or Traffic Light Project completed by another contractor at Foxconn's cost and expense.

- f. Governing Law. This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio. All references to specific laws or regulations within this Agreement shall include all amendments and modifications made thereto and any successor laws or regulations as may be in effect from time to time during the term of this Agreement.
- g. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The Parties may deliver such counterparts by facsimile, e-mail transmission, regular mail, or personally which shall be binding.

FOXCONN EV PROPERTY DEVELOPMENT, LLC

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF LORDSTOWN, OHIO

By: Woodward  
Mayor

By: William Blank  
Clerk

Date: July 21, 2025

VILLAGE OF LORDSTOWN  
BOARD OF PUBLIC AFFAIRS

[Signature]  
Maire Sullivan  
Stanley F. Cogh

Approved as to form and  
Legal sufficiency:

[Signature]  
SOLICITOR FOR THE VILLAGE OF  
LORDSTOWN, OHIO

EXHIBIT A



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

TASK ORDER NO: 2025-9  
 Construction phase services for the  
 Hallock-Young Connector  
 PROJECT NAME: Waterline  
 PROJECT NO: 35416  
 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)

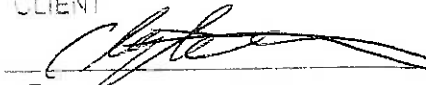
Please refer to the attached proposal letter and the attached fee worksheet from Verdantas dated July 11, 2025 for the proposed scope of services, fee, and schedule.

Description	Total Cost
Above tasks to be invoiced on an hourly basis utilizing our prevailing hourly labor rates	\$215,766.00
<b>Total</b>	<b>\$215,766.00</b>

Attachments:  Yes  No

VERDANTAS PROJECT CONTACT: Brian Meluch, PE  
 CLIENT PROJECT CONTACT: Chris Peterson, BPA President

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

VERDANTAS LLC	CLIENT
BY: <u>Chris Kogelnik, PE</u>	BY: <u></u>
TITLE: <u>Senior Project Manager</u>	TITLE: <u>President BPA</u>
DATE: <u>July 15, 2025</u>	DATE: <u>Click or tap to enter a date. 7/17/25</u>

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



July 15, 2025

Mr. Chris Peterson  
BPA President  
Village of Lordstown  
1455 Salt Springs Road  
Warren, Ohio 44481

**Re:      *Proposal for Professional Services  
          Hallock-Young Waterline CA/O Services  
          Project #35416***

Dear Mr. Peterson,

We are pleased to submit this proposal which contains a detailed breakdown of our services and anticipated costs for the subject project. We understand that this project will be implemented and paid for completely by Foxconn on behalf of the Village of Lordstown in conjunction with their water needs for their facility being planned for major improvements at 2300 Hallock-Young Road. As such, we understand that the Village has now requested our proposal for the subject services which follows our design and permitting of this project which concluded approximately a year ago. The OEPA water permit for the designed waterline is still active. The plans, the OEPA permit, and the construction cost estimate all have been recently shared with the Village staff and Foxconn.

It is our understanding that Foxconn has an EPC named Shimizu who would hire a reputable contractor to complete the waterline project that we designed and since there is no public, state, or federal funding involved then the Village will form a master funding agreement to have Foxconn's EPC construct the project and therefore would not need to go through the normal public bidding process.

It should be noted that the BPA did authorize Verdantas this year to apply to ARC for partial grant funding on this project's construction and we were authorized to nominate the construction project and the CA/O services through OEPA for potential loan funding through WSRLA. Since Foxconn will be the entity who pays for this project to be completed, those external funding agencies should be notified after the agreement is reached with Foxconn and those prior applications and nominations terminated. We trust the Village can communicate to the two funding agencies (ARC and OEPA).

Our proposed scope of construction phase services is as follows:

- 1      Construction Contract Administration Services
  - a.      Conduct a pre-construction meeting.
  - b.      Conduct project progress meetings monthly, or as-needed, with all applicable project stakeholders.
  - c.      Shop Drawings/Submittals/Requests for Information (RFIs)
    - Facilitate and coordinate timely shop drawing submittals and RFIs from Contractor to the appropriate reviewing party (design engineer of record).
    - Review shop drawings and submittals for conformance with the contract documents

- Create and maintain a Submittal Log and a RFI Log to track and document shop drawings and RFIs throughout the construction contract.
  - d. Review contractor submitted construction schedule for conformance with the contract documents and monitor work progress throughout construction. Provide recommendations to help minimize delays and to recuperate any time lost due to delays.
  - e. Change Orders
    - Review change orders requests for conformance with the contract documents.
    - Recommend approval of change order requests.
  - f. Pay Applications
    - Review monthly pay applications from contractor to ensure applications accurately reflect the work completed.
    - Review monthly pay applications for conformance with formatting requirements.
    - Recommend approval of pay applications.
  - g. Consult with and recommend to the owner any issues of non-compliance with contract documents.
  - h. Perform a final review of the work and make recommendation for final acceptance of the work.
  - i. Coordinate and a 1-year warranty review of the project work and, if needed, facilitate contractor completion of any 1-year warranty punch items.
2. Resident Project Representative (RPR) Services
- a. Provide an experienced field representative to observe the project on behalf of the Owner. Project representative will provide the following services:
    - Observe and review the progress of the work to determine compliance with contract documents.
    - Interface with the contractor on all issues associated with the construction of the project.
    - Maintain records of the contractor's progress through daily field reports, including photograph documentation.
    - Review quantities of work performed by the contractor for use in pay application reviews.
    - Perform a final review of the work.
    - Prepare a punchlist of work remaining prior to final acceptance
3. Record Document Services
- a. Maintain a set of red-line record drawings of the completed work to be used in preparation of record drawings. Review red-line drawings provided by the contractor and compare with our own records. The final record drawings will be prepared by Verdantas.
  - b. Provide via electronic file all construction administration documentation for Owner retention.



The duration of a project is the primary driver of the cost for construction services. Containment of those costs can be accomplished by the judicious use of staff during different construction operations. Based upon experience, it is our opinion that this project could take approximately 4(\*) months to construct. To contain costs, we have assumed full time observation will only be required during specific construction activities such as waterline installation, pavement repair activities, excavations, and concrete operations. A summary of our assumptions and activities is attached for reference.

*(\*) – Construction schedules are determined by the specified contract dates and the contractor's means and methods and can vary significantly up or down.*

The cost for these services proposed by Verdantas is estimated at \$215,766 which will be billed on an hourly basis in accordance with our master service agreement. Once we have a firm construction schedule, we would review the scope and fees with you to confirm our assumptions and make any changes as necessary. In addition, this scope of services is only for the project as illustrated in our current plan set and our current OEPA Water Permit. Any changes to this projects scope would require additional authorization.

This proposal does not include the following services by Verdantas:

- Bidding phase services
- Stakeout services for the proposed waterline
- Design services during construction
- Establishing easements and/or right-of-way
- Addressing environmental impacts through the course of the construction project

### **Closure**

Changes to the work scope or project duration whether diminished or increased, will require a change in the approved authorization. If you have any questions concerning the information provided, please feel free to contact me at your convenience.

Our services will be performed in accordance with the attached terms and conditions. If this proposal is acceptable, please sign below and return one fully executed copy to our office. Thank you for your consideration and the privilege to be of service to you and the Village of Lordstown.

Respectfully,

**VERDANTAS**



---

Midwest Construction Group Lead

BEM:mmm

Attachments



July 15, 2025  
Village of Lordstown  
Page 4

cc: Ms. Kellie Bordner, Lordstown Village Planning & Zoning Administrator  
Ms. Jessica Blank, Lordstown Village Councilperson  
Mr. Ernie Bowen, Lordstown Village Utilities Chairman  
Mr. Matthew Ries, Esq, Lordstown Village Solicitor  
Mr. Alan Frygier, PE, Verdantas, (Design engineer of record for the subject waterline  
Mr. Chris Kogelnik, PE, Verdantas, Lordstown Village Engineer

**ACCEPTED BY**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Client's Designated Representative



**BUDGET SUMMARY**

Lordstown Hallock Young Watermain  
 Village of Lordstown  
 Trumbull County, OH  
 Construction Phase Administration Services  
 7/11/2025

Schedule and Contract Value	
Begin Const	7/1/2026
End Const	10/21/2026
Begin Const	10/21/2026
End Const.	10/21/2026
Work Days	80 0
Work Weeks	16 0
Contract Amt	\$2,426,000.00

Task Frequency		
Task	#	Unit
Coordination	4	Months
Meetings	5	Each
Shop Drawings/Mats. Mgmt.	18	Each
RFI's	5	Each
Pay Estimates	5	Each
Claims Analysis	4	Each
Change Order Preparation	2	Each
Site Visits	4	Each
Observation	80	Days
Cert Pay / Wage Interview	24	Hours
Testing	60	Lump
Post Construction / Close Out	30	Hours
Record Drawings	1	Lump

Staff and Hour Allocation	
Division Manager	4
Const. Mang.	254
Sr Proj Mang.	18
Project Admin	78
Asst Project Admin	30
Senior Const Rep	
Const Obs	
Const Rep 2	827
Jr. Prj. Mang.	33
Safety	12
Grant Coord	42
Sub-Consul	60
<b>Total Hours</b>	<b>1358</b>

Labor Costs	
Task	Sub Total
Coordination	\$30,291
Meetings	\$7,705
Shop Drawings/Mats. Mgmt	\$5,861
RFI's	\$4,065
Pay Estimates	\$3,108
Claims Analysis	\$3,888
Change Order Preparation	\$1,905
Site Visits	\$6,778
Observation	\$121,600
Cert Pay / Wage Interview	\$3,096
Testing	\$11,501
Post Construction / Close Out	\$7,140
Record Drawings	\$3,942
<b>Labor Cost</b>	<b>\$210,880</b>

Vehicle Per Day @ \$49.00		
Assignment	Days	Sub Total
	80	\$3,920.00

Est. Mileage @ 0.70/Mi		
Assignment	Miles	Sub Total
Const Eng	990	\$693.00
Wage Interviews	390	\$273.00

Est Per Diem/Overnight @ \$140/N		
Assignment	Days	Sub Total
<b>Est. Vehicle/Mileage/PD Costs</b>		<b>\$4,886.00</b>

<b>Total Cost</b>	<b>\$215,766.00</b>
-------------------	---------------------

**Notes**

- 1 The Fee Total shown is for part-time administration and full time inspection of the project
- 2 Time shown is in accordance with the tasks and times estimated to complete the project per the scope of work
- 3 Tasks with no costs shown are not included in the proposed scope of work
- 4 Tasks and hours are approximate and reflect the estimated time anticipated for given tasks. Tasks and hours will be adjusted as needed to meet project needs however, work beyond the Fee Total will not be done without additional authorization
- 5 This scope of service is only for the project as illustrated in our current plan set and our current OEPA Water Permit. Any changes to this projects scope would require additional work authorization



ATTACHMENT A  
FOR  
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

TASK ORDER NO: 2025-7  
PROJECT NAME: Site Plan Review for Foxconn Facility Expansion  
PROJECT NO: 059.P000036892  
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 costs for this site plan review are to be borne by the Developer and shall be repaid to the Village upon the invoice being provided.*

*The scope of work by Verdantas is to consist of the following tasks and shall be in accordance with the Village's Codified Ordinances for Site Plan Review:*

- *Civil/site review*
- *SWPPP and E&SC review and review of changes to the existing stormwater basins/facilities*
- *Review of existing relevant utilities such as the water service lines and backflow prevention*
- *Parking lot improvements review*
- *Exterior parking lighting review*
- *Ingress/Egress review to the site from adjacent public road right-of-ways*
- *Review of plans for general aspects such as layout and presentation, dimensioning the improvements from existing setback and property lines.*
- *Relevant coordination with Developer's engineer for him to make needed plan updates*
- *Coordination with Village Department heads as necessary*
- *Attending the Village's P&Z Pre-application Meeting and Planning Commission Meeting*

*We understand that the Developer (Foxconn) wants to proceed immediately with construction Improvements for their planned building expansion after gaining approval from the Village's Planning and Zoning Dept.*

*We understand that the Village will require upgrades to the existing traffic signals along Hallock-Young Rd and Ellsworth-Bailey Rd adjacent to this facility. The Developer states that the anticipated employee count will increase from the existing 450 to a future 3,450. As such a traffic impact study will be required which will identify the main points of ingress and egress (for cars and trucks) and may identify if certain signals could be eliminated. The existing signals will need to be upgraded with new controls and loop detection according to the Village's Road Superintendent. Fees for this service are not included herein but can be under a future authorization.*



We also understand that potential future waterline improvements along Hallock-Young Rd may be implemented in conjunction with this project. Fees for this service are also not included herein but can be under a future authorization.

It is anticipated by Verdantas that this plan review will span no more than 2-months.

Description	Total Cost
Above site plan review services to be invoiced on an hourly basis up to the total fee shown to the right and will be invoiced based on our prevailing labor billing rates which are to be fully reimbursed to the Village by the Developer's authorized agent per Village Code	\$65,000.00
Total	\$65,000.00

Attachments:  Yes  No

VERDANTAS PROJECT CONTACT: Chris Kogelnik, PE, Village Engineer  
Ms. Kellie Bordner, Village Planning & Zoning  
 CLIENT PROJECT CONTACT: Adminstrator

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

VERDANTAS LLC  
 BY: Justin Haselton, PE TITLE: Senior Project Manager  
 DATE: July 2, 2025

CLIENT (Village of Lordstown)  
 BY: [Signature] TITLE: Mayor  
 DATE: Click or tap to enter a date. 7-22-25

[Signature]

Developer's (Foxconn's) Authorized Agent

BY: John H. Brown  
 TITLE: VP of Operations, Summit North America  
 DATE: Click or tap to enter a date. 7/3/2025

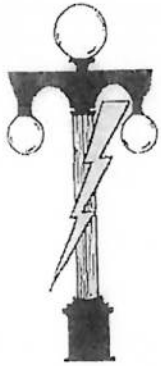
[Signature]

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



Lordstown Hallock Young WM Extension EOPCC Estimate

Item	Unit	QTY	Unit Cost	Total Cost
<b>General</b>				
Mobilization, Demobilization (2% of construction)	LS	1	\$ 48,000.00	\$ 48,000.00
Award and Execution of Contract - Bonding & Insurance (1.2% of construction)	LS	1	\$ 30,000.00	\$ 30,000.00
Maintaining Traffic	LS	1	\$ 8,000.00	\$ 8,000.00
Preconstruction video taping	LS	1	\$ 4,000.00	\$ 4,000.00
CONSTRUCTION LAYOUT STAKES AND SURVEYING	LS	1	\$ 9,000.00	\$ 9,000.00
Temporary Soil Erosion and Sediment Control	LS	1	\$ 10,000.00	\$ 10,000.00
<b>Water Mains &amp; Linear Items</b>				
12" Water Main HDPE DR11 Pipe As Per Plan	LF	8650	\$ 145.00	\$ 1,254,250.00
12 INCH CONDUIT, HORIZONTAL DIRECTIONAL DRILLING WITHOUT CASING, HDPE, AS PER PLAN	LF	1300	\$ 270.00	\$ 351,000.00
12" Gate Valve, As Per Plan	EA	11	\$ 4,500.00	\$ 49,500.00
12 INCH X 12 INCH TAPPING SLEEVE VALVE AND VALVE BOX	EA	2	\$ 7,500.00	\$ 15,000.00
Hydrant Assembly As Per Plan	EA	7	\$ 6,000.00	\$ 42,000.00
CONNECT NEW WATER MAIN TO EXISTING WATER MAIN AS PER PLAN	EA	1	\$ 6,000.00	\$ 6,000.00
Dual 10-in Watermain Service Extension to Existing FOXGONN Water Backflow Prevention Vault	LS	1	\$ 50,000.00	\$ 50,000.00
<b>Seeding and Restoration</b>				
Seeding and Mutching Class 1	SY	1800	\$ 5.00	\$ 9,000.00
<b>Pavement Restoration</b>				
TYPE "C" PAVEMENT REPLACEMENT (ASHPHALT), ROADWAY, AS PER PLAN	SY	3550	\$ 100.00	\$ 365,000.00
ODOT 644 4" Wide Painted Edge Line	MI	1.5	\$ 3,000.00	\$ 4,500.00
<b>Total Subtotal EOPCC</b>				<b>\$ 2,255,250.00</b>
Contingencies @ 10%				\$ 225,525.00
Typical Estimated Construction Admin/Inspection @ 12%				\$ 270,630.00
<b>Total EOPCC</b>				<b>\$ 2,751,405.00</b>
Class 2 AACE Estimate Low = -15%				\$ 2,348,722.25
Class 2 AACE Estimate High = +20%				\$ 3,301,690.00



# MAIN LITE ELECTRIC COMPANY, INC.

3000 SFERRA AVENUE N.W.

WARREN, OHIO 44483

(330) 369-8333 Phone

(330) 369-6096 Fax

[www.MainLiteElectric.com](http://www.MainLiteElectric.com)

OH. LICENSE NO. 26583

## PROJECT ESTIMATE

Date: June 5, 2025

Quoted To: Village of Lordstown (Attn: Martin Nelder) Email: [lordstownroads@lordstownvillage.com](mailto:lordstownroads@lordstownvillage.com)

Project/Job: Traffic Signal Improvements – Unit Pricing

Quoted By: John Hamar

We are pleased to quote to you the following:

Unit pricing for traffic signal improvements at various locations within the Village of Lordstown.

Item Description	Qty.	Labor	Material	Unit Price	Ext. Price
Vehicular Signal Head, 3-Section, 1-Way	Each	350.00	725.00	1,075.00	
Vehicular Signal Head, 5-Section, 1-Way	Each	550.00	1,550.00	2,100.00	
Messenger Wire, 7-Strand, 3/8" Diameter w/Accessories	Per Foot	6.50	6.50	13.00	
Telher Wire, w/Accessories	Per Intersection	3,000.00	3,600.00	6,600.00	
Signal Cable, 5 Conductor, No.14 AWG	Per Foot	2.25	2.75	5.00	
Signal Cable, 7 Conductor, No.14 AWG	Per Foot	2.50	3.00	5.50	
Detector Lead-In Cable, 2 Conductor, No.14 AWG	Per Foot	1.50	1.50	3.00	
Cabinet, Type TS2, APP	Each	1,400.00	18,450.00	19,850.00	
Controller Unit, NEMA, TS2/ATC, APP	Each	250.00	4,900.00	5,150.00	
Total Amount of Quotation					\$

Notes:

1. Quotes are valid 30 days from above date.
2. Signal backplates are not included in this proposal.

*John Hamar*

Authorized Signature – Quotes are valid 30 days from above date

"An Equal Opportunity Employer"



# MAIN LITE ELECTRIC COMPANY, INC.

3000 SFERRA AVENUE N.W.

WARREN, OHIO 44483

(330) 369-8333 Phone

(330) 369-6096 Fax

[www.MainLiteElectric.com](http://www.MainLiteElectric.com)

OH. LICENSE NO. 26583

Quote Date: February 27, 2023

Quoted To: Village of Lordstown (Attn: Ron Hlecox) Email: [lordstownroads@lordstownvillage.com](mailto:lordstownroads@lordstownvillage.com)

Quoted By: John Harnar

Project: Vehicular Crash Damaged Traffic Signal Intersection

Location: Hallock Young Rd. & Lordstown Motors (Signal No.4) Lordstown, OH.

We are pleased to quote to you the following...

Ref. No.	Item Description	Qty.	Labor	Material	Unit Price	Ext. Price
40	Signalization Misc., Test Hole Performed, APP	1 EA	450.00	50.00	500.00	500.00
41	Conduit, 2" 725.04	10 FT	11.00	19.00	30.00	300.00
42	Trench	10 FT	60.00	0.00	60.00	600.00
45	Pull Box, 725.08, 18"	1 EA	1,400.00	1,450.00	2,850.00	2,850.00
46	Ground Rod	1 EA	180.00	180.00	360.00	360.00
47	Plastic Caution Tape	10 FT	1.00	2.00	3.00	30.00
49	Vehicular Signal Head, 3-Section, 1-Way, APP	8 EA	350.00	725.00	1,075.00	8,600.00
50	Loop Detector	2 EA	900.00	600.00	1,500.00	3,000.00
51	Messenger Wire, 7-Strand, 3/8" Diameter w/Accessories	600 FT	6.50	6.50	13.00	7,800.00
52	Telher Wire, w/Accessories	600 FT	5.00	6.00	11.00	6,600.00
53	Signal Cable, 7 Conductor, No.14 AWG	1000 FT	2.00	2.00	4.00	4,000.00
54	Detector Lead-In Cable, 2 Conductor, No.14 AWG	500 FT	1.50	1.00	2.50	1,250.00
55	Strain Pole, Type TC-81.11, Design 12	1 EA	1,500.00	19,900.00	21,400.00	21,400.00
56	Strain Pole Foundation	1 EA	6,000.00	5,500.00	11,500.00	11,500.00
57	Cabinet, Type TS2, APP	1EA	1,400.00	13,950.00	15,350.00	15,350.00
58	Controller Unit, NEMA, TS2/ATC, APP	1 EA	250.00	4,650.00	4,900.00	4,800.00
59	Maintaining Traffic (For Signalization Work Only)	LS	1,000.00	0.00	1,000.00	1,000.00
60	Mobilization	LS	500.00	0.00	500.00	500.00
Total Amount of Quotation						\$90,440.00

with pole + Foundation

Roughly 57,540 to update An Intersection

Notes:

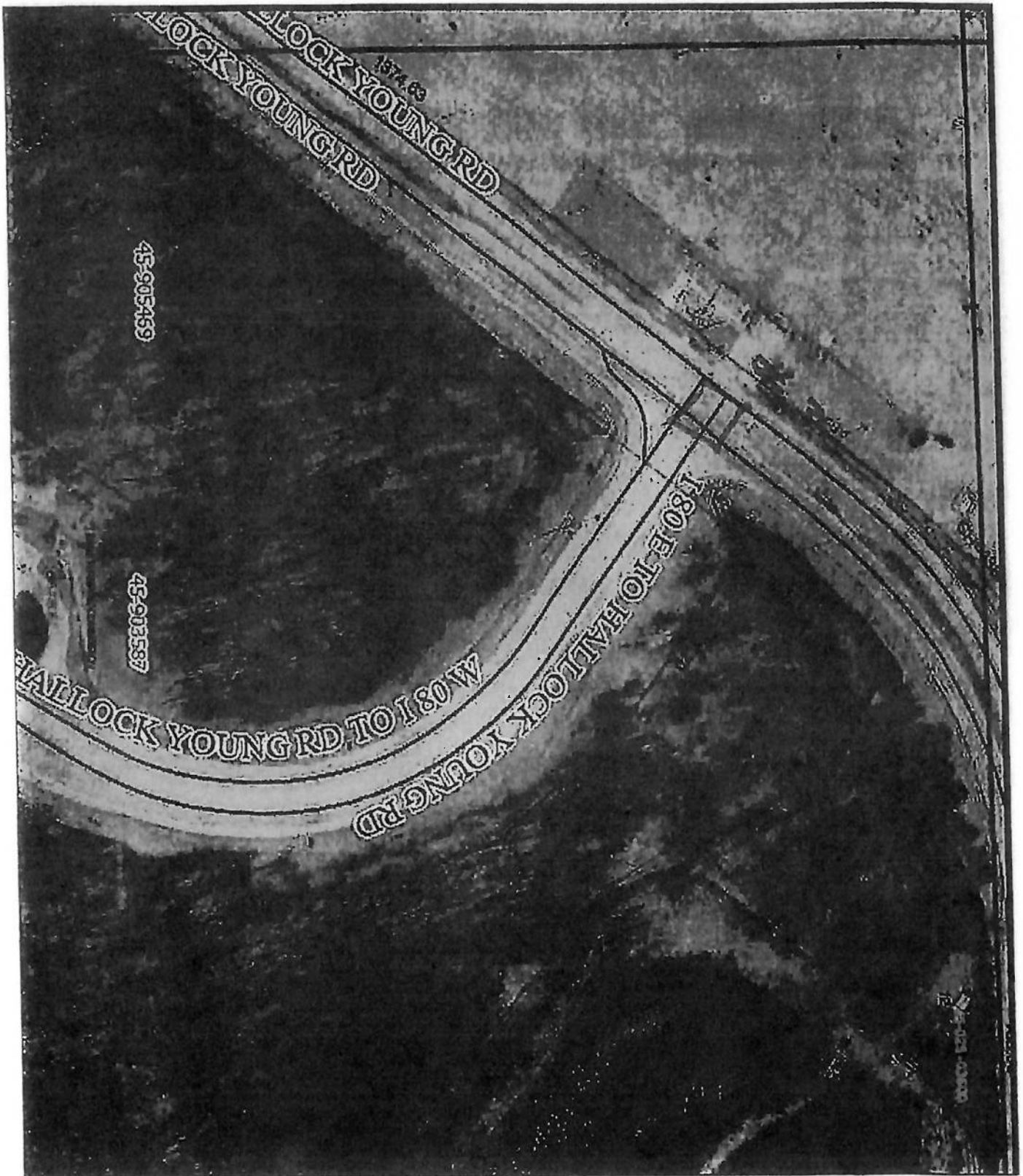
1. Quotes are valid 30 days from above date.
2. LEO w/Car to be provided by Village of Lordstown (if required).
3. Signal backplates are not specified and are not included in this proposal.
4. Lead time on strain poles is 15-18 weeks upon approved order.
5. Above quantities are estimated.

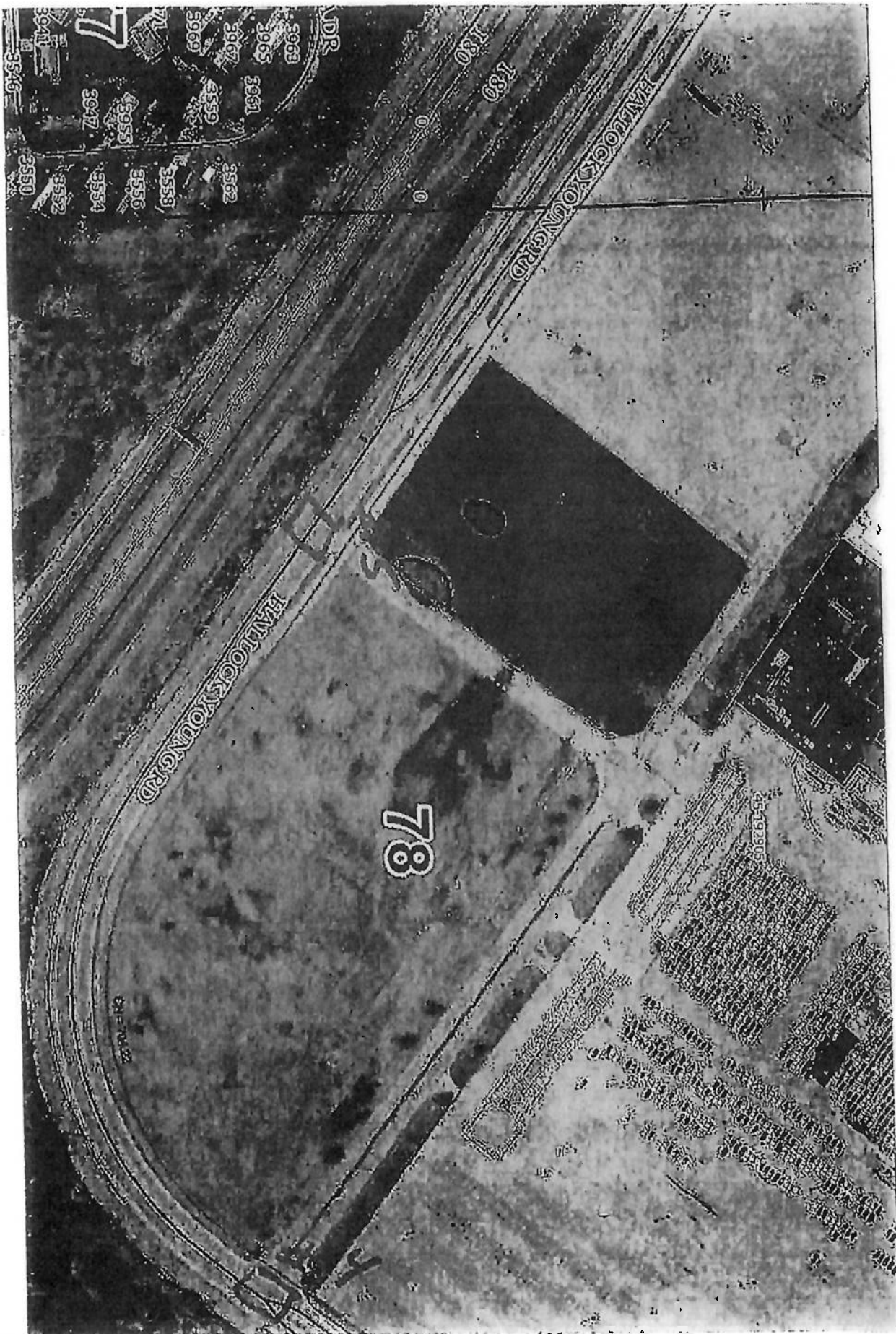
*John Harnar*

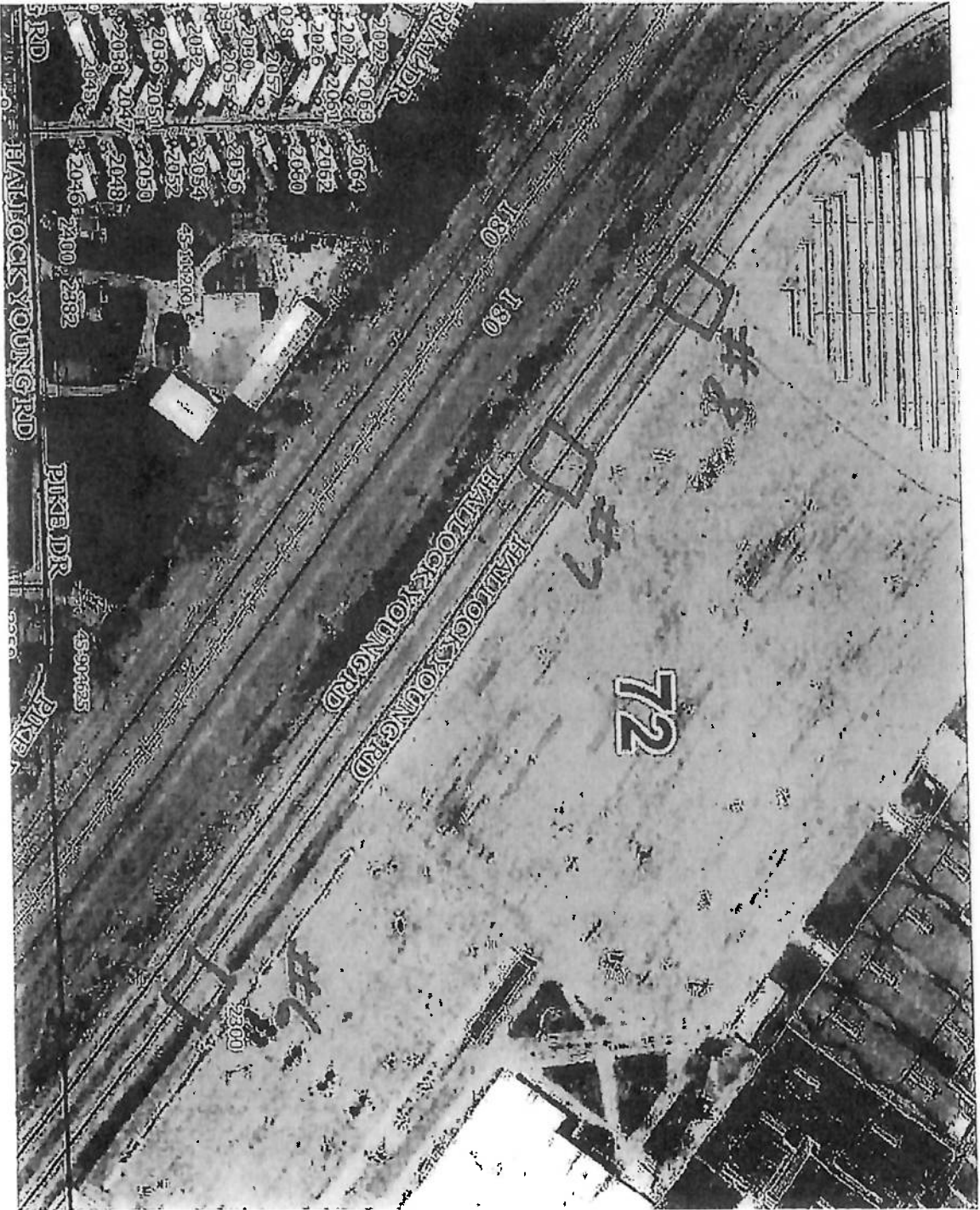
Authorized Signature - Quotes are valid 30 days from above date.

"An Equal Opportunity Employer"

Chris K







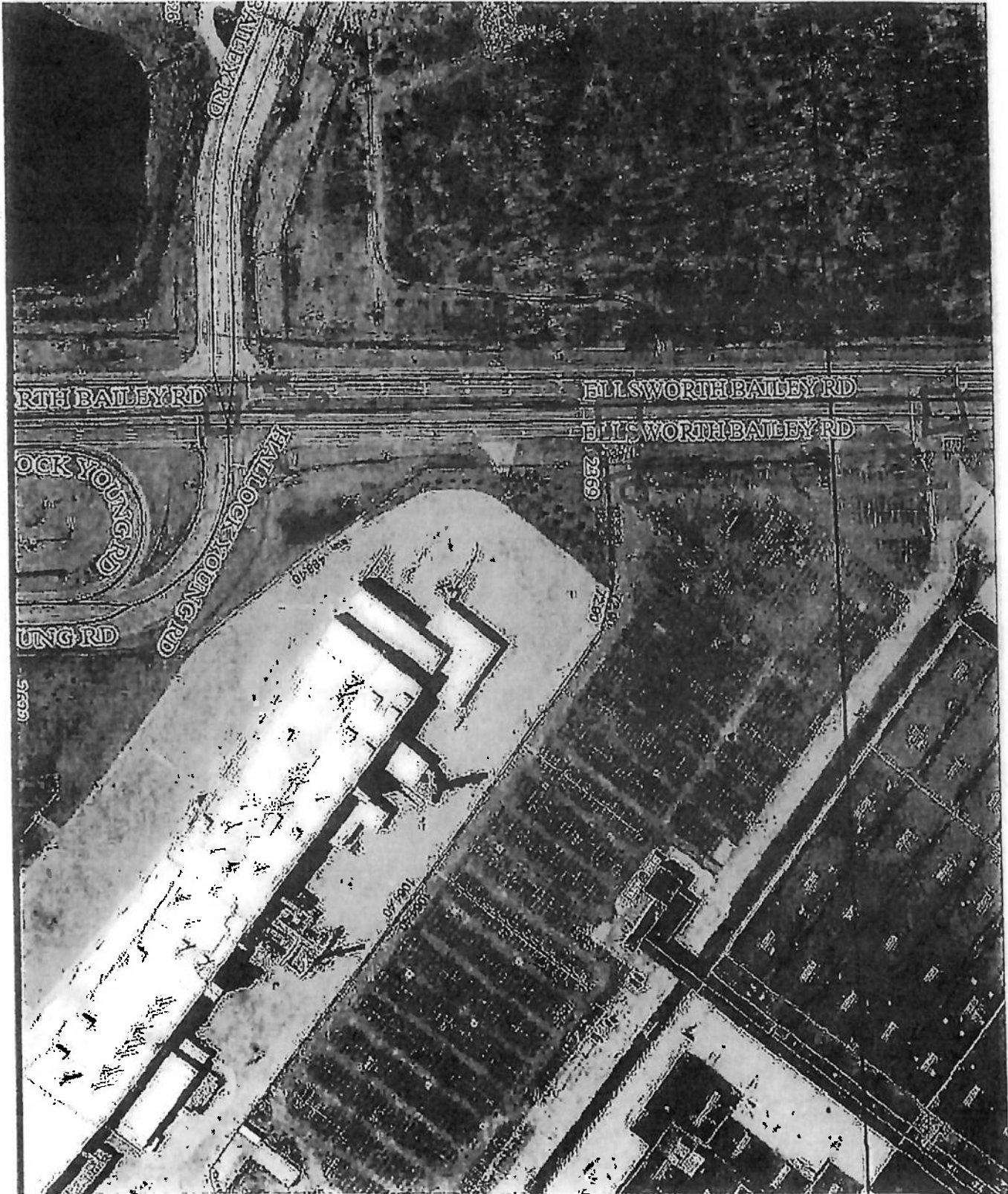


EXHIBIT B

FORM OF TASK ORDER FOR  
ENGINEERING EVALUATION OR ENGINEERING DESIGN

TASK ORDER

This Task Order is made under authority of the Master Agreement for Funding of Engineering and Construction Costs ("Master Agreement") in place between the Village of Lordstown, Ohio, an Ohio municipal corporation (hereinafter, "Village"), and Foxconn EV Property Development, LLC, an Ohio limited liability company (hereinafter, "Foxconn"), (together "the Parties"). The terms and conditions of the Master Agreement apply.

Name and address of consultant:

Scope of Work, including any clarifications to consultant's proposal:

Costs to be paid by Foxconn:

Attach a copy of consultant's proposal for reference only.

FOXCONN EV PROPERTY DEVELOPMENT,  
LLC

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

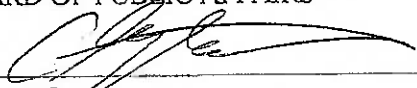
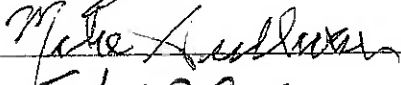
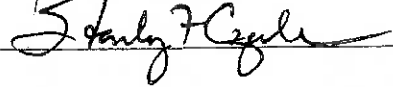
VILLAGE OF LORDSTOWN, OHIO

By: *Markward*  
Mayor

By: *William J. Blank*  
Clerk

Date: *July 21, 2025*

VILLAGE OF LORDSTOWN  
BOARD OF PUBLIC AFFAIRS

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_  
SOLICITOR FOR THE VILLAGE OF  
LORDSTOWN, OHIO

EXHIBIT C

FORM OF TASK ORDER FOR CONSTRUCTION

TASK ORDER

This Task Order is made under authority of the Master Agreement for Funding of Engineering and Construction Costs ("Master Agreement") in place between the Village of Lordstown, Ohio, an Ohio municipal corporation (hereinafter, "Village"), and Foxconn EV Property Development, LLC, an Ohio limited liability company (hereinafter, "Foxconn"), (together "the Parties"). The terms and conditions of the Master Agreement apply.

Name and address of contractor:

Scope of Work:

Costs to be paid by Foxconn:

Attach a copy of contract for reference only.

FOXCONN EV PROPERTY DEVELOPMENT,  
LLC

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_


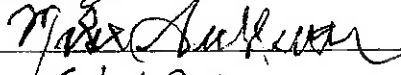
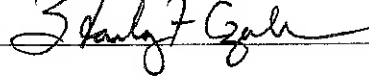
VILLAGE OF LORDSTOWN, OHIO

By: Woodward  
Mayor


By: William A. Blank  
Clerk

Date: July 22, 2025

VILLAGE OF LORDSTOWN  
BOARD OF PUBLIC AFFAIRS

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Approved as to form and  
Legal sufficiency:

  
\_\_\_\_\_  
SOLICITOR FOR THE VILLAGE OF  
LORDSTOWN, OHIO