



**Monroe Council Agenda
Regular Meeting
January 25, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes – Council Minutes of January 11, 2022

Visitors

- Ceremonial Swearing in of Patrol Officers Zachary Bryan, Matthew Buddo, and Michael Willis

Committee Reports

Public Works Committee
Finance Committee
Administrative Liaison Committee
Technology Committee
Public Involvement Committee
Public Safety Committee

Old Business

Resolution No. 02-2022. A Resolution instructing the Assistant Finance Director to request an advancement of taxes assessed and collected on behalf of the City of Monroe from the Auditors of Butler and Warren Counties.

Ordinance No. 2022-01. An Ordinance amending and supplementing Exhibit “1” of Ordinance No. 2021-55 to increase the number of positions for Finance Specialist, Utility Billing Specialist, Assistant Fire Chief, Public Works Crew Leader, and Operator/Laborer; and change the title of City Engineer to Civil Engineer.

New Business

Emergency Resolution No. 03-2022. A Resolution accepting the lowest and/or best bid submitted for the South Union Road Improvement Project, authorize the City Manager to enter into an agreement by and between the City of Monroe and SmithCorp for said project, and declaring an emergency.



Emergency Resolution No. 04-2022. A Resolution approving a Then-and-Now Certificate in the amount of \$5,458.00 to ESO Solutions, Inc. and declaring an emergency.

Emergency Resolution No. 05-2022. A Resolution authorizing the City Manager to enter into a Lease Agreement by and between the City of Monroe and Enterprise Fleet Management for the lease of five Western Star Dump Trucks and declaring an emergency.

Ordinance No. 2022-02. An Ordinance granting an easement to Duke Energy Ohio, Inc. for the purposes of replacing a casing over an existing gas main.

Administrative Reports

- Rumpke Trash Bid Items to consider for contract bidding
 - Large Item Pickup
 - Providing Trash Totes to all residents
 - Adding Buildings and Roll off services within the contract
- Park North Infrastructure Improvements on State Route 63
 - Presentation by Mrs. Patterson

Adjournment



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New Business

Emergency Resolution No. 03-2022. A Resolution accepting the lowest and/or best bid submitted for the South Union Road Improvement Project, authorize the City Manager to enter into an agreement by and between the City of Monroe and SmithCorp for said project, and declaring an emergency.

Background. Bids were opened on Jan. 6th and SmithCorp was the low bidder. Our consulting engineer has reviewed the bids and they have given the recommendation of approval for this



award. This is a joint project with Warren County Water and Sewer. We partnered with them to take advantage of better scoring on OPWC funding. OPWC is paying 51% of the overall project cost. The project bid was \$2,669,434.71. Monroe's Share of out of pocket expense on this \$655,215.74. Monroe is the lead entity on this project, so the contract and cost of the project must run through Monroe. This means we will pay the contractor directly for ours and Warren County's share and Warren County will reimburse the City.

The City's portion of the project will rebuild South Union Road from Nickel Road to Navigator Way. The road is being widened and there is significant ground stabilization that has to occur. Warren County is installing a new 16" water main from Nickel Road to State Route 63 with their portion of the project.

The project is funded from the Capital Improvement Fund. On the summary that was previously provided, it shows as follows:

CAPITAL IMPROVEMENT FUND			
<i>GENERAL GOVERNMENT</i>			
Tyler Cashiering	General Fund Transfer		23,000
GIS Base Mapping	General Fund Transfer		80,000
<i>PUBLIC SAFETY/POLICE</i>			
Radios for Police & Emergency Operations Center Operations	Tax - Public Safety		75,000
<i>PUBLIC SAFETY/FIRE</i>			
Station #61 Concrete & Sidewalk Repair	Tax - Public Safety		50,000
Station #62 Generator	Tax - Public Safety		70,000
Cardiac Monitor Replacement	Tax - Public Safety		40,000
<i>PUBLIC WORKS</i>			
SR 63 and Main Intersection Improvements	TIF/RID		65,000
Crossings Boulevard ADA Accessibility Program	RID		75,000
Crossings Boulevard Deep Base Repair	RID		490,000
South Union Rd. Improvement Project - (Navigator Way to Nickel Road)	Grant, Warren County reimb, General Fund		2,930,000
TOTAL CAPITAL IMPROVEMENT FUND			\$ 3,898,000

On the Appropriations Ordinance it was under Section 4, Fund 3120 Capital Improvement Fund.

If you need another copy of those two items, please let me know.

We are asking for this as an emergency so the contract may be awarded. This is critical for ordering materials. Some materials have significant delay times at this point, so they need to be ordered as soon as possible.

Emergency Resolution No. 04-2022. A Resolution approving a Then-and-Now Certificate in the amount of \$5,458.00 to ESO Solutions, Inc. and declaring an emergency.



Background. This is for the annual renewal for the EMS software package. This was normally paid with a p-card; however, the company is now charging a 3% surcharge for all credit card transactions.

Emergency Resolution No. 05-2022. A Resolution authorizing the City Manager to enter into a Lease Agreement by and between the City of Monroe and Enterprise Fleet Management for the lease of five Western Star Dump Trucks and declaring an emergency.

Background. Public Works is asking for the approval of a lease agreement with Stoops Western Star of Ohio for five Western Star dump trucks outfitted with snow plow equipment. We will be trading in five of our oldest trucks as the new trucks are delivered. The leasing program allows the City to purchase these five trucks over the course of five years and five equal payments. Also, by leasing these trucks, the city is taking advantage of better trade values on trucks that are not so old that they have no value.

Over the past two years, we have purchased outright. I am asking to re-enter a leasing program for these trucks so we can get back on track with trading out aging equipment so we can better manage our fleet and take advantage of the financial incentives.

The cost of a 2023 plow truck outfitted to our specification is \$223,224.00 per truck. If we buy two trucks outright this year, we are looking at \$426,448.00.

With leasing, we will get five trucks with a yearly payment of \$171,802.00. We are asking for this as an emergency, so the order may be placed before any more price increases take effect. Also, with the long delays in backorders, losing sixty days would likely set back delivery of the units another six months or more.

The funding for this program was included in the Appropriations Section 4 Fund 3101 Capital Income Tax Fund. In the Capital Budget Summary it was shown as follows along with our other leased vehicles in the Department:



INCOME TAX - CAPITAL FUND			
GENERAL GOVERNMENT			
Annual Fleet Leasing	Fund Cash		10,000
PUBLIC WORKS			
Annual Street Resurfacing - Asphalt Construction Cost	Fund Cash		805,000
Resurfacing - Concrete Rehabilitation	Fund Cash		355,000
ADA Transition Program	Fund Cash		155,000
Annual Fleet Leasing	Fund Cash		292,000
PUBLIC SAFETY/POLICE			
Training Simulator Annual Capital Lease	Fund Cash		46,500
Annual Fleet Leasing	Fund Cash		210,000
PUBLIC SAFETY/FIRE			
Annual Fleet Leasing	Fund Cash		65,000
TOTAL INCOME TAX - CAPITAL FUND			\$ 1,938,500

Ordinance No. 2022-02. An Ordinance granting an easement to Duke Energy Ohio, Inc. for the purposes of replacing a casing over an existing gas main.

Background. The easement being requested is for work that Duke Energy is doing along the Great Miami River that we would like to get into place prior to start of construction of the Trail later this year. They have an existing transmission line in the area and are seeking the additional easement to add a casing to that for protection. This will not impact the future development of the trail.

Administrative Reports

- Rumpke Trash Bid Items to consider for contract bidding
 - Large Item Pickup
 - Providing Trash Totes to all residents
 - Adding Buildings and Roll off services within the contract
- Park North Infrastructure Improvements on State Route 63

Background. This presentation by staff will discuss the financing structure supporting Park North, which is the City's large industrial park by the interchange. The City has been approached by the park's developer to access available bonds associated with the park in order to complete the required park infrastructure.



Park North at Monroe is the large industrial park by the I-75 and SR 63 interchange. The park has a sophisticated financing structure that was approved in 2007-2008 for the purpose of developing specific infrastructure. Part of the financing structure authorized up to \$19M in bonds to be issued through the Warren County Port Authority for the project. To date, only \$11M in bonds have been issued.

There is one outstanding piece of infrastructure that needs to be completed - the deceleration lane on SR 63 onto Gateway Boulevard. The developer would like to use approximately \$1.5M of the remaining bond capacity to pay for the lane. Staff is presenting a scenario in which the project funds for the deceleration lane are structured to expire at the same time as the original bond issuance.

- Presentation by Mrs. Patterson

Adjournment



**Monroe Council Minutes
Regular Meeting
January 11, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Law Director Callahan administered the Oath of Office to the newly elected members of Council – Marc Bellapianta, Kelly Clark, and Ben Wagner.

Pledge of Allegiance

Mayor Frentzel opened the regular meeting of Council at 6:32 p.m. with the Pledge of Allegiance.

Roll Call

Council members present: Marc Bellapianta, Tom Callahan, Kelly Clark, Jason Frentzel, Keith Funk, Christina McElfresh, and Ben Wagner.

- ***Interest and/or nomination for Mayor announced.***

Law Director Callahan explained to be consistent with the recent Charter change that was approved by the electorate, he will ask first if there are any Council members that want to submit their name for Mayor and then ask if there are any nominations. The Clerk of Council will then submit a ballot to each member of Council and read aloud the results of the ballot votes. If there is a majority for one person a motion will be made to appoint that person as Mayor. The same procedure will be used for Vice Mayor.

In response to Law Director Callahan's question, Mr. Funk and Mrs. McElfresh announced they would like to be considered for Mayor. There were no nominations.

The ballot vote for Mr. Funk and Mrs. McElfresh was read by the Clerk of Council as follows:

Council Member	Voted For
Mr. Bellapianta	Mr. Funk
Mrs. McElfresh	Mrs. McElfresh
Mr. Funk	Mr. Funk
Mr. Frentzel	Mr. Funk
Dr. Clark	Mrs. McElfresh
Mr. Wagner	Mrs. McElfresh
Mr. Callahan	Mr. Funk

Law Director Callahan requested a motion to appoint Councilman Funk as Mayor.

Mrs. McElfresh moved to appoint Keith Funk as Mayor; seconded by Dr. Clark. Voice vote. Motion carried.



- ***Interest and/or nomination for Vice Mayor announced.***

In response to Law Director Callahan’s question, Mr. Bellapianta and Mrs. McElfresh announced they would like to be considered for Vice Mayor. There were no nominations.

The ballot vote for Mr. Bellapianta and Mrs. McElfresh was read by the Clerk of Council as follows:

Council Member	Voted For
Mr. Bellapianta	Mr. Bellapianta
Mrs. McElfresh	Mrs. McElfresh
Mr. Funk	Mr. Bellapianta
Mr. Frentzel	Mrs. McElfresh
Dr. Clark	Mrs. McElfresh
Mr. Wagner	Mrs. McElfresh
Mr. Callahan	Mr. Bellapianta

Mr. Bellapianta moved to appoint Mrs. McElfresh as Vice Mayor; seconded by Mr. Funk. Voice vote. Motion carried.

Swearing in of Mayor and Vice Mayor

Law Director Callahan administered the oath of office to Mayor Funk and Vice Mayor McElfresh.

Approval of the Minutes

Mr. Frentzel moved to approve the Council Minutes of December 14, 2021 and Finance Committee Minutes of December 14, 2021; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Visitors

None.

Committee Reports

None.

Old Business

None.

New Business



Emergency Resolution No. 01-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Fishbeck to update the stormwater ordinance to comply with the United States and Ohio Environmental Protection Agencies and declaring an emergency.

Mr. Brock explained this is for an engineering firm to review our ordinances related to stormwater and compare with the regulations implemented by the Environmental Protection Agencies. Monroe is known as an MS4 because we have a permit to discharge stormwater and we need to regulate, control, and inspect those discharges throughout the City.

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Resolution No. 01-2022 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Dr. Clark. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 01-2022 by title only.

Mrs. McElfresh moved to adopt Emergency Resolution No. 01-2022; seconded by Mr. Callahan. Roll call vote: seven ayes. Motion carried.

Resolution No. 02-2022. A Resolution instructing the Assistant Finance Director to request an advancement of taxes assessed and collected on behalf of the City of Monroe from the Auditors of Butler and Warren Counties.

Mr. Brock advised this annual piece of legislation asks both counties to send the City any tax collected sooner than they normally would.

Mrs. McElfresh moved to consider this the first reading of Resolution No. 02-2022; seconded by Mr. Frentzel. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 02-2022 by title only.

Mrs. McElfresh moved to approve the first reading of Resolution No. 02-2022; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

Ordinance No. 2022-01. An Ordinance amending and supplementing Exhibit “1” of Ordinance No. 2021-55 to increase the number of positions for Finance Specialist, Utility Billing Specialist, Assistant Fire Chief, Public Works Crew Leader, and Operator/Laborer; and change the title of City Engineer to Civil Engineer.

Mr. Brock stated that Council is required to decide on the number of positions and establish the wage ranges. These positions are fully funded for this year.

Mr. Frentzel asked if Mr. Brock anticipates filling the positions right away. Mr. Brock didn’t see any hesitation in filling these positions and the process can begin right away.



Relating to the City Engineer position, Mrs. McElfresh asked what the difference is and if we would still need outsourcing. Mr. Brock replied that outsourcing is still needed to oversee the Civil Engineer's work and to sign anything for the City. Mrs. McElfresh asked what has been the issue in hiring a City Engineer. Mr. Brock advised that the market is very tight and even private engineering firms are having a hard time hiring.

Dr. Clark asked what the time frame is for becoming an engineer. Mr. Brock replied that you cannot take the test out of college until you have studied under an engineer for four years.

Mr. Wagner asked how you would have them study under an engineer if there is no one in the City in the engineer role. Mr. Brock explained that the contract engineer would oversee their work.

Mr. Brock confirmed Mrs. McElfresh's understanding that the City would be paying that contract engineer for four years to oversee their work unless; however, the City found someone that has three years experience then it would take a shorter amount of time.

Mrs. McElfresh asked why the certifications were marked out for the Assistant Fire Chief. Mr. Brock stated that it wasn't a final copy of the job description and, after review, it was determined that they were preferences and not requirements. Mrs. McElfresh asked if the current Assistant Fire Chief has all of the certifications. Assistant Fire Chief Leverage indicated that he does. Mr. Brock added that Captain Grubbs, who they are considering for this promotion, also has all of the certifications.

Mrs. McElfresh moved to consider this the first reading of Ordinance No. 2022-01 and have it read by title only; seconded by Mr. Callahan. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2022-01 by title only.

Mrs. McElfresh moved to approve the first reading of Ordinance No. 2022-01; seconded by Mr. Bellapianta. Roll call vote: seven ayes. Motion carried.

Consideration of Motion accepting the August, September, and October 2021 Finance Reports as submitted.

Mrs. McElfresh moved to accept the August, September, and October 2021 Finance Reports as submitted; seconded by Dr. Clark. Voice vote. Motion carried.

Consideration of Motion appointing a member of Council to serve on the Planning Commission.

Mrs. McElfresh and Mr. Bellapianta expressed interest in serving on the Planning Commission. Mr. Wagner moved to appoint Mrs. McElfresh to the Planning Commission; seconded by Mr. Frentzel. Roll call vote: seven ayes. Motion carried.

Consideration of Motion appointing a member of Council to serve on the Ohio-Kentucky-Indiana Regional Council of Governments.



Mr. Frentzel moved to appoint Mr. Funk to serve on the Ohio-Kentucky-Indiana Regional Council of Governments; seconded by Dr. Clark. Voice vote. Motion carried.

Consideration of Motion appointing members to boards and commissions.

Mrs. McElfresh moved to appoint Stephanie Sellman for a five year term to the Personnel Board and Roshawn Jenkins for a two year term to the Local Board of Tax Review; seconded by Mr. Wagner. Voice vote. Motion carried.

Consideration of Motion requesting a hearing on a new C1 Liquor Permit for Main Street Marathon 176 located at 595 South Main Street.

No action was taken.

Administrative Reports

Mr. Brock advised that The Chamber of Commerce will hold their annual meeting on January 27th. If any member of Council would like to attend, please let Mrs. Wasson know by January 20th.

Mr. Brock sought feedback from Council on solar energy. Proposed is ground mounted solar panels located behind the post office. The utility bill offset for those would be 57% lower than what it typically is.

Mr. Frentzel asked what would be needed for protection of that. Mr. Brock advised that we could fence off the area if necessary.

Mayor Funk commented that paying for a project like this could take a couple of decades. Mr. Brock advised that it wasn't quite that long.

Mrs. McElfresh asked what the life expectancy is for this. Mr. Brock replied that they are 25 year panels.

Mr. Frentzel pointed out it would cost roughly \$250,000 to install the City Building location and the 25 lifetime savings estimate is \$465,000. A savings of \$260,000 for the panels. Mr. Brock noted the panels would come with a 25 year warranty.

Mr. Brock stated that the second location would be the fire station on South Main Street with an offset of 90%.

Another location is the fire station on State Route 4 and it would be located behind the building and also ground mounted. That is 114% offset.

The last location is roof mounted panels on the new police facility with a 106% offset.



Mr. Brock responded to Mr. Wagner's question on the cost of all facilities that the total cost would be estimated at \$1.1 million and we will have a couple of different options to pay for that. Mr. Wagner also asked if there were any grant programs. Mr. Brock replied there is no grant; however, there are rebates and incentives if we work with a third-party the cost would go down.

Mr. Bellapianta asked if the location behind the post office has been planned for a different use and if additional panels could be placed behind the fire station off State Route 4 to further offset the savings for the City Building. Mr. Brock will look into expanding the State Route 4 location.

Mrs. McElfresh asked if this is something that could be discussed during the retreat after receiving additional information. It was the consensus of Council to move forward with all of the locations except for the City Building site.

Mr. Brock reported that there is a OPEA grant for rev charging systems and they are looking for public land to put them on. Mr. Brock suggested five sites – 6 East Avenue, 233 South Main Street, State Route 63 and Union Road (old water treatment plant), in front of Monroe Bicentennial Commons, and the empty lot next to the South Main Street fire station. If Council is okay with that they would like a letter of support. They maintain the site and they would be located there for five years.

Mayor Funk if we looked at the utility that would be gained and didn't want them to be installed and not be used. Mr. Brock felt it was a central location and it may not hit all three of the sites. These are fast chargers and the traveling public would have different options. The letter would just say we are considering these locations under the grant.

Mr. Bellapianta asked about the Committees of Council. Mayor Funk advised he will review the listing of interest and make that decision.

Adjournment

Mr. Frentzel moved to adjourn; seconded by Mr. Wagner. Voice vote. Motion carried.

The regular meeting of Council adjourned at 7:38 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

EMERGENCY RESOLUTION NO. 03-2022

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST BID SUBMITTED FOR THE SOUTH UNION ROAD IMPROVEMENT PROJECT, AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND SMITHCORP FOR SAID PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, after advertising and bidding according to law, Council desires to accept the lowest and/or best bid for the South Union Road Improvement Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The bid submitted by SmithCorp is hereby declared the lowest and/or best bid for the South Union Road Improvement Project.

SECTION 2: Council hereby accepts the bid referenced herein and authorizes the City Manager to enter into an agreement by and between the City of Monroe and SmithCorp pursuant to the terms and conditions contained in the bid documents submitted on January 6, 2022.

SECTION 3: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to avoid the delays in obtaining the necessary materials for the project referenced herein. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

Corporate Headquarters

8401 Claude Thomas Road, Suite 51

Franklin, OH 45005

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CIVIL ENGINEERING, SURVEYING, AND CONSULTING SERVICES

Toll-Free: 1-855-704-5924

JWCI@JonesWarner.com

JonesWarner.com

January 12, 2022

City of Monroe
233 South Main Street
P.O. Box 330
Monroe, Ohio 45050-0330
Attention: Gary Morton

Re: South Union Road Improvement Project- Bid Recommendation

Dear Mr. Morton

As you are aware, we opened bids at the Monroe Public Works Office on January 6th at 2:00 pm. A total of 9 bids were received ranging from the low bid of \$2,669,434.71 to \$3,263,347.00. Our engineer's estimate was \$2,994,060.93. There were minor mathematical errors in some of the bids including SmithCorp's. Their original written bid was \$2,670,434.70 and with the mathematical corrections, their new bid is \$2,669,434.71. This is a decrease of \$999.71. This did not impact any of the other bids. A copy of the detailed bid tab and summary of all bids received are attached.

We have reviewed the bids and find them all to be valid and acceptable as numbers were verified and bidding directions were followed.

The low bid received was from SmithCorp from Cincinnati, Ohio. In following our due diligence, we verified with both provided references and others with whom they have worked for regarding quality of work, timeliness, schedule issues, overall satisfaction, and change order issues. We were told constantly that they are a solid contractor and qualified to do this project. We received no comments that would prohibit the award. Additionally, as you and I discussed, we have worked with SmithCorp on at least 5 projects in the last 7 years and have had no problematic issues. There were minor mathematical errors in their bid which increased their bid from

Therefore, based on the information we received, we would recommend the award of the South Union Road Improvement project to SmithCorp of Cincinnati, Ohio in the amount of \$2,669,434.71.

As you also are aware, the project is shared by both the City of Monroe and the Warren County Water and Sewer Department (WCW&S) and a Cooperation Agreement is in place outlining each party's financial responsibilities for the project. Based on the low bid received, the WCW&S total estimated cost is \$1,332,259.72 and the City of Monroe's cost is \$1,337,174.99.

Since this is an OPWC project and partially paid by grant at 51% grant and 49% local share, the actual cost for WCW&S is \$652,807.26 and Monroe's share is \$655,215.74. Since the City of Monroe is the lead applicant, the city will pay the total local share required, 49% or 1,308,023.00 of all contractor pay

requests including the WCW&S items, after WCW&S has signed off on their items. The City of Monroe will then bill the WCW&S each month for their share of water improvements on that pay request. The WCW&S Department will reimburse the city within approximately thirty-days of invoice.

JWCI will take care of the OPWC submittal through their new portal once all parties have signed off on the pay request. The pay request will require 3 signatures to be processed. These signatures will be from William Brock, CEO-City Manager, the cities CFO or Fiscal Officer and JWCI's signature as Project manager. Once submitted, OPWC will direct issue payment to the contractor for the 51% of the pay request.

Payment approvals prior to submission for payment will be required by WCW&S for all water items. In addition, JWCI will sign off on pay requests in conjunction with the on behalf of the City of Monroe with regards to the road and bridge, piers, and other non- water items.

We can work out any particulars as we proceed with award. We will still need to make sure we have all easement document in place from WCW&S before executing the contract and commencing any work. However, with an anticipated March start date, we do need to move through the award process and have Bill or whomever authorized to sign the contract.

The contractor would like to start ordering materials as soon as possible due to lead time. I informed him that once Monroe accepts our recommendation and it starts through the process, we will issue a notice of ward and at his own risk may start ordering. A notice to proceed will not be issued until the contract documents have been executed by both parties.

I will send you in a separate document, the Phase 2 amount of our recent proposal to get a purchase order in place.

We appreciate this opportunity and look forward to working with you on this project. Should you have any questions, please feel free to call.

Sincerely,



T. Shawn Campbell, President
Jones Warner Consultants, Inc.

City of Monroe South Union Road Project 1/5/2022 Bid Results			ENGINEER'S ESTIMATE JONES-WARNER CONSULTANTS, INC.		Smithcorp		Majors Enterprises, Inc.		Ford Development		
Pav Item No.	Description	Est. Qty. (A)	Units	Unit Price (B)	Payment Item Total Cost (AxB)	Unit Price (B)	Payment Item Total Cost (AxB)	Unit Price (B)	Payment Item Total Cost (AxB)	Unit Price (B)	Payment Item Total Cost (AxB)
1	Clearing and Grubbing, Heavy Brush/Tree's/Stumps (up to and including 12" tree's)	1	LUMP	\$ 5,000.00	\$ 5,000.00	\$ 5,145.00	\$ 5,145.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00
2	Tree Removed, 18" (over 12 " to 24")	18	EACH	\$ 1,500.00	\$ 27,000.00	\$ 1,150.00	\$ 20,700.00	\$ 500.00	\$ 9,000.00	\$ 600.00	\$ 10,800.00
3	Stump Removed, 18" (over 12 " to 24")	73	EACH	\$ 250.00	\$ 18,250.00	\$ 460.00	\$ 33,620.00	\$ 700.00	\$ 51,100.00	\$ 100.00	\$ 7,300.00
4	Pavement Removed	3,854	SO YD	\$ 12.00	\$ 46,248.00	\$ 2.50	\$ 9,635.00	\$ 7.00	\$ 26,978.00	\$ 3.00	\$ 11,562.00
5	Bridge Structure Removed	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
6	Headwall Removed	4	EACH	\$ 869.00	\$ 3,476.00	\$ 1,500.00	\$ 6,000.00	\$ 500.00	\$ 2,000.00	\$ 250.00	\$ 1,000.00
7	Guardrail Removed	80	FT	\$ 6.00	\$ 480.00	\$ 6.90	\$ 552.00	\$ 10.00	\$ 800.00	\$ 2.00	\$ 160.00
8	Curb Removed	54	FT	\$ 16.00	\$ 864.00	\$ 7.00	\$ 378.00	\$ 10.00	\$ 540.00	\$ 5.00	\$ 270.00
9	Excavation	4,142	CU YD	\$ 18.00	\$ 74,556.00	\$ 12.00	\$ 49,704.00	\$ 25.00	\$ 103,550.00	\$ 25.00	\$ 103,550.00
10	Embankment	2,143	CU YD	\$ 21.00	\$ 45,003.00	\$ 5.00	\$ 10,715.00	\$ 20.00	\$ 42,860.00	\$ 10.00	\$ 21,430.00
11	Subgrade Compaction	4,682	SO YD	\$ 3.00	\$ 14,046.00	\$ 2.50	\$ 11,705.00	\$ 3.00	\$ 14,046.00	\$ 2.00	\$ 9,364.00
12	Proof Rolling	2	HOOR	\$ 195.00	\$ 390.00	\$ 225.00	\$ 450.00	\$ 90.00	\$ 180.00	\$ 100.00	\$ 200.00
13	Asphalt Concrete Base, PG64-22, 5" Thickness	650	CU YD	\$ 180.00	\$ 117,000.00	\$ 152.25	\$ 98,962.50	\$ 160.00	\$ 104,000.00	\$ 165.00	\$ 107,250.00
14	Aggregate Base, Crushed Stone, 7"	950	CU YD	\$ 69.00	\$ 65,550.00	\$ 65.00	\$ 61,750.00	\$ 65.00	\$ 61,750.00	\$ 60.00	\$ 57,000.00
15	Tack Coat (0.075 Gal/S.Y.)	700	GAL	\$ 5.00	\$ 3,500.00	\$ 3.75	\$ 2,625.00	\$ 5.00	\$ 3,500.00	\$ 4.00	\$ 2,800.00
16	Asphalt Concrete Surface Course, Type 1, PG64-22, 1-1/2"	200	CU YD	\$ 285.00	\$ 57,000.00	\$ 225.75	\$ 45,150.00	\$ 215.00	\$ 43,000.00	\$ 225.00	\$ 45,000.00
17	Asphalt Concrete Intermediate Course, Type 1, 1-1/2"	200	CU YD	\$ 204.00	\$ 40,800.00	\$ 199.50	\$ 39,900.00	\$ 215.00	\$ 43,000.00	\$ 225.00	\$ 45,000.00
18	Cofferdams, Cribbs & Sheet piling (temporary by-pass pumping)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
19	Epoxy Coated Steel	4,000	LBS	\$ 2.00	\$ 8,000.00	\$ 2.00	\$ 8,000.00	\$ 1.00	\$ 4,000.00	\$ 1.50	\$ 6,000.00
20	Unclassified Excavation for Footings & Wingwalls	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
21	Class "C" Concrete for Footings, 4000 PSI (O-326 Span & Wingwalls)	50	CU YD	\$ 345.00	\$ 17,250.00	\$ 435.00	\$ 21,750.00	\$ 900.00	\$ 45,000.00	\$ 600.00	\$ 30,000.00
22	Type "B" Rock Channel Protection with Filter (at bridge)	30	CU YD	\$ 169.00	\$ 5,070.00	\$ 110.00	\$ 3,300.00	\$ 130.00	\$ 3,900.00	\$ 105.00	\$ 3,150.00
23	Type "C" Rock Channel Protection without Filter (new drainage channel)	215	CU YD	\$ 100.00	\$ 21,500.00	\$ 110.00	\$ 23,650.00	\$ 130.00	\$ 27,950.00	\$ 115.00	\$ 24,725.00
23A	Tied Concrete Mat with Type 1 Underlayment	4	SY	\$ 200.00	\$ 800.00	\$ 650.00	\$ 2,600.00	\$ 200.00	\$ 800.00	\$ 125.00	\$ 500.00
24	Concrete Masonry (HW 2.1)	0.54	CU YD	\$ 3,000.00	\$ 1,620.00	\$ 2,500.00	\$ 1,350.00	\$ 1,000.00	\$ 540.00	\$ 1,500.00	\$ 810.00
25	4" Unclassified Pipe Underdrains with Geotextile Fabric	2,642	LF	\$ 12.00	\$ 31,704.00	\$ 6.00	\$ 15,852.00	\$ 6.00	\$ 15,852.00	\$ 10.00	\$ 26,420.00
26	Guardrail, Type MSG	870	FT	\$ 18.00	\$ 15,660.00	\$ 26.50	\$ 23,055.00	\$ 26.40	\$ 22,968.00	\$ 25.00	\$ 21,750.00
27	Guardrail Post	150	EACH	\$ 41.00	\$ 6,150.00	\$ 88.00	\$ 13,200.00	\$ 88.00	\$ 13,200.00	\$ 27.00	\$ 4,050.00
28	Guardrail Post, Steel, As Per Plan (incl. c.i.p. pedestal)	6	EACH	\$ 500.00	\$ 3,000.00	\$ 1,700.00	\$ 10,200.00	\$ 506.00	\$ 3,036.00	\$ 700.00	\$ 4,200.00
29	Anchor Assembly, Type T	4	EACH	\$ 940.00	\$ 3,760.00	\$ 1,760.00	\$ 7,040.00	\$ 1,760.00	\$ 7,040.00	\$ 1,375.00	\$ 5,500.00
30	Curb & Gutter, Type 2-Modified	113	FT	\$ 45.00	\$ 5,085.00	\$ 50.00	\$ 5,650.00	\$ 60.00	\$ 6,780.00	\$ 50.00	\$ 5,650.00
31	12" Conduit, Type B	96	FT	\$ 108.00	\$ 10,368.00	\$ 46.00	\$ 4,416.00	\$ 85.00	\$ 8,160.00	\$ 120.00	\$ 11,520.00
32	16" Conduit, Type C	649	FT	\$ 55.00	\$ 35,695.00	\$ 52.00	\$ 33,748.00	\$ 90.00	\$ 58,410.00	\$ 125.00	\$ 81,125.00
33	CB, ODOT 2-2B	5	EACH	\$ 1,900.00	\$ 9,500.00	\$ 1,750.00	\$ 8,750.00	\$ 3,000.00	\$ 15,000.00	\$ 1,500.00	\$ 7,500.00
34	MIH, ODOT TYPE 3	4	EACH	\$ 4,500.00	\$ 18,000.00	\$ 3,750.00	\$ 15,000.00	\$ 6,000.00	\$ 24,000.00	\$ 3,000.00	\$ 12,000.00
35	4" Conduit, Type "F" for Underdrain Outlet	60	FT	\$ 31.00	\$ 1,860.00	\$ 15.00	\$ 900.00	\$ 25.00	\$ 1,500.00	\$ 18.00	\$ 1,080.00
35A	Precast Reinforced Concrete Outlet	2	EA	\$ 360.00	\$ 720.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 300.00	\$ 600.00
36	Maintaining Traffic	1	LUMP	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
37	Construction Layout Stakes and Surveying	1	LUMP	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
38	Mobilization	1	LUMP	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	\$ 40,000.00	\$ 40,000.00
39	Edge Line, 4" Type 1	0.72	MILE	\$ 1,473.00	\$ 1,064.98	\$ 2,898.00	\$ 2,086.56	\$ 2,772.00	\$ 1,995.84	\$ 2,400.00	\$ 1,728.00
40	Center Line, Type 1	0.27	MILE	\$ 4,985.00	\$ 1,345.95	\$ 3,277.50	\$ 884.93	\$ 3,135.00	\$ 846.45	\$ 4,800.00	\$ 1,296.00
41	Stop Line, Type 1, 24"	14	FT	\$ 20.00	\$ 280.00	\$ 11.50	\$ 161.00	\$ 11.00	\$ 154.00	\$ 6.25	\$ 87.50
42	Topsoil, 4" (Contingency)	200	CU YD	\$ 50.00	\$ 10,000.00	\$ 10.00	\$ 2,000.00	\$ 10.00	\$ 2,000.00	\$ 35.00	\$ 7,000.00
43	Seeding and Mulching, Class 3A	4,000	SO YD	\$ 2.00	\$ 8,000.00	\$ 2.00	\$ 8,000.00	\$ 1.50	\$ 6,000.00	\$ 1.00	\$ 4,000.00
44	Perimeter Filter Fabric Fence (silt fence) & Erosion Control	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 6,750.00	\$ 6,750.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
45	Drilled Pier & Plug Shaft, Complete Per Plan	1	LS	\$ 291,500.00	\$ 291,500.00	\$ 430,000.00	\$ 430,000.00	\$ 475,000.00	\$ 475,000.00	\$ 469,000.00	\$ 469,000.00
46	Contech O-326 Series Span, Installed Complete in Place Per Plan, inc. setting structure, backfilling, water proofing (per manufacturer)	1	LS	\$ 137,250.00	\$ 137,250.00	\$ 139,000.00	\$ 139,000.00	\$ 190,000.00	\$ 190,000.00	\$ 165,000.00	\$ 165,000.00
47	OPWC SIGN, Per Specifications	1	LUMP	\$ 1,000.00	\$ 2,000.00	\$ 880.00	\$ 880.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
48	Project Contingency	1	LUMP	\$ 100,000.00	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
49W	Clearing and Grubbing (up to and including 12" tree's)	1	LUMP	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00
50W	Stump Removed, 18" Size	1	EA	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00
51W	Asphalt Pavement Removed (917 s.f.)	102	SO YD	\$ 35.00	\$ 3,570.00	\$ 5.00	\$ 510.00	\$ 10.00	\$ 1,020.00	\$ 3.00	\$ 306.00
52W	Excavation (bore/receiving pit)	160	CU YD	\$ 38.00	\$ 6,080.00	\$ 75.57	\$ 12,091.20	\$ 25.00	\$ 4,000.00	\$ 25.00	\$ 4,000.00
53W	Asphalt Concrete Base, PG64-22, 5"	15	CU YD	\$ 428.00	\$ 6,420.00	\$ 325.00	\$ 4,875.00	\$ 160.00	\$ 2,400.00	\$ 165.00	\$ 2,475.00
54W	Aggregate Base, 6" (Road Restoration)	25	CU YD	\$ 105.00	\$ 2,625.00	\$ 75.00	\$ 1,875.00	\$ 65.00	\$ 1,625.00	\$ 60.00	\$ 1,500.00
55W	Tack Coat (0.075 Gal/S.Y.)	69	GAL	\$ 4.00	\$ 276.00	\$ 4.00	\$ 276.00	\$ 5.00	\$ 345.00	\$ 4.00	\$ 276.00
56W	Asphalt Concrete Intermediate Course, Type 1, (448), 1-1/2"	5	CU YD	\$ 400.00	\$ 2,000.00	\$ 325.00	\$ 1,625.00	\$ 215.00	\$ 1,075.00	\$ 225.00	\$ 1,125.00
57W	Asphalt Concrete Surface Course, Type 1, (448) PG64-22, 1-1/2"	5	CU YD	\$ 400.00	\$ 2,000.00	\$ 345.00	\$ 1,725.00	\$ 215.00	\$ 1,075.00	\$ 225.00	\$ 1,125.00
58W	Maintaining Traffic	1	LUMP	\$ 1,500.00	\$ 1,500.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
59W	Construction Layout Stakes and Surveying	1	LUMP	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
60W	Mobilization	1	LUMP	\$ 10,000.00	\$ 10,000.00	\$ 33,000.00	\$ 33,000.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00
61W	R/W Warning Sign	2	EACH	\$ 200.00	\$ 400.00	\$ 183.75	\$ 367.50	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00
62W	16" Water Main Ductile Iron Pipe, Cl. 56 - Restrained Joint Pipe	73	FT	\$ 250.00	\$ 18,250.00	\$ 176.74	\$ 12,902.02	\$ 275.00	\$ 20,075.00	\$ 200.00	\$ 14,600.00
63W	16" Water Main Ductile Iron Pipe ANSI Cl. 52, Push-On Joints	6,054	FT	\$ 160.00	\$ 968,640.00	\$ 119.00	\$ 720,426.00	\$ 140.00	\$ 847,560.00	\$ 158.00	\$ 956,532.00
64W	16" Water Main Ductile Iron Pipe ANSI Cl. 52, Restrained Joint Pipe	2,195	FT	\$ 180.00	\$ 395,100.00	\$ 131.00	\$ 287,545.00	\$ 160.00	\$ 351,200.00	\$ 163.00	\$ 357,785.00
65W	8" Water Main Ductile Iron Pipe ANSI Cl. 52, Restrained Joint Pipe	33	FT	\$ 100.00	\$ 3,300.00	\$ 130.00	\$ 4,290.00	\$ 125.00	\$ 4,125.00	\$ 115.00	\$ 3,795.00
66W	6" Water Main Ductile Iron Pipe ANSI Cl. 52, Restrained Joint Pipe	40	FT	\$ 80.00	\$ 3,200.00	\$ 85.00	\$ 3,400.00	\$ 115.00	\$ 4,600.00	\$ 100.00	\$ 4,000.00
67W	24" Steel Pipe Encasement, Jack & Bored	73	FT	\$ 450.00	\$ 32,850.00	\$ 550.00	\$ 40,150.00	\$ 400.00	\$ 29,200.00	\$ 450.00	\$ 32,850.00
68W	24" SCH 40 PVC Casing Pipe (laid in trench, Texas Gas Crossing)	100	FT	\$ 200.00	\$ 20,000.00	\$ 175.00	\$ 17,500.00	\$ 225.00	\$ 22,500.00	\$ 225.00	\$ 22,500.00
69W	8" Gate Valve, Valve Box & Valve Box Lid	1	EACH	\$ 3,500.00	\$ 3,500.00	\$ 1,750.00	\$ 1,750.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
70W	16" Gate Valve, Valve Box & Valve Box Lid	5	EACH	\$ 15,000.00	\$ 75,000.00	\$ 12,500.00	\$ 62,500.00	\$ 12,500.00	\$ 62,500.00	\$ 13,000.00	\$ 65,000.00
71W	6" Fire Hydrant Assembly, Including 6" Gate Valve, Valve Box & Valve Box Lid, (Complete from Main to FH)	6	EACH	\$ 5,000.00	\$ 30,000.00	\$ 7,000.00	\$ 42,000.00	\$ 5,500.00	\$ 33,000.00	\$ 10,000.00	\$ 60,000.00
72W	Connect Proposed 8" Water Main to Existing 8" Water Main	1	EACH	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
73W	Connect Pr. Water 16" Main to Ex. Water Main at Ex. 16" Valve, per plan	1	EACH	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
74W	FH Removed & Returned to County	1	EACH	\$ 750.00	\$ 750.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
75W	Topsoil, Furnished and Placed, 4"	450	CU YD	\$ 45.00	\$ 20,250.00	\$ 10.00	\$ 4,500.00	\$ 10.00	\$ 4,500.00	\$ 35.00	\$ 15,750.00
76W	Seeding and Mulching, Class I	3,952	SO YD	\$ 2.00	\$ 7,904.00	\$ 1.00	\$ 3,952.00	\$ 1.50	\$ 5,928.00	\$ 1.00	\$ 3,952.00
77W	Project Contingency	1	LUMP	\$ 50,000.00	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Subtotal 1-48				\$ 1,320,345.93	\$ 1,320,345.93	\$	\$ 1,337,174.99	\$	\$ 1,634,936.29	\$	\$ 1,580,377.50
Subtotal 49w-77W											

City of Monroe South Union Road Project 1/5/2022 Bid Results				Double Jay Construction		Back & Ballauer Excavating Co., Inc.		Howell Contractors		Brumbaugh Construction		Smith & Brown Contractors	
Pay Item No.	Description	Est. Qty. (A)	Units	Unit Price (B)	Payment Item Total Cost (AxB)	Unit Price (B)	Payment Item Total Cost (AxB)	Unit Price (B)	Payment Item Total Cost (AxB)	Unit Price (B)	Payment Item Total Cost (AxB)	Unit Price (B)	Payment Item Total Cost (AxB)
1	Clearing and Grubbing, Heavy Brush/Tree's/Stumps (up to and including 12" tree's)	1	LUMP	\$ 21,800.00	\$ 21,800.00	\$ 19,000.00	\$ 19,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00	\$ 28,700.00	\$ 28,700.00
2	Tree Removed, 18" (over 12" to 24")	18	EACH	\$ 1,085.00	\$ 19,530.00	\$ 1,000.00	\$ 18,000.00	\$ 1,000.00	\$ 18,000.00	\$ 1,050.00	\$ 18,900.00	\$ 2,375.00	\$ 42,750.00
3	Stump Removed, 18" (over 12" to 24")	73	EACH	\$ 218.00	\$ 15,914.00	\$ 400.00	\$ 29,200.00	\$ 500.00	\$ 36,500.00	\$ 420.00	\$ 30,660.00	\$ 725.00	\$ 5,188.00
4	Pavement Removed	3,854	SQ YD	\$ 7.95	\$ 30,639.30	\$ 5.75	\$ 22,160.50	\$ 5.00	\$ 19,270.00	\$ 5.00	\$ 19,270.00	\$ 5.70	\$ 21,967.80
5	Bridge Structure Removed	1	LS	\$ 5,078.00	\$ 5,078.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,010.20	\$ 17,010.20	\$ 8,600.00	\$ 8,600.00
6	Headwall Removed	4	EACH	\$ 780.00	\$ 3,120.00	\$ 700.00	\$ 2,800.00	\$ 1,500.00	\$ 6,000.00	\$ 1,200.00	\$ 4,800.00	\$ 2,000.00	\$ 8,000.00
7	Guardrail Removed	80	FT	\$ 6.50	\$ 520.00	\$ 6.00	\$ 480.00	\$ 10.00	\$ 800.00	\$ 7.50	\$ 600.00	\$ 7.00	\$ 560.00
8	Curb Removed	54	FT	\$ 13.80	\$ 745.20	\$ 6.00	\$ 324.00	\$ 20.00	\$ 1,080.00	\$ 12.00	\$ 648.00	\$ 10.00	\$ 540.00
9	Excavation	4,142	CU YD	\$ 15.25	\$ 63,165.50	\$ 19.00	\$ 78,698.00	\$ 35.00	\$ 144,970.00	\$ 17.50	\$ 72,485.00	\$ 18.00	\$ 74,556.00
10	Embankment	2,143	CU YD	\$ 11.80	\$ 25,287.40	\$ 13.00	\$ 27,859.00	\$ 19.00	\$ 40,717.00	\$ 18.00	\$ 38,574.00	\$ 3.00	\$ 6,429.00
11	Subgrade Compaction	4,682	SQ YD	\$ 1.10	\$ 5,150.20	\$ 1.90	\$ 8,895.80	\$ 5.00	\$ 23,410.00	\$ 1.00	\$ 4,682.00	\$ 2.50	\$ 11,705.00
12	Proof Rolling	2	HOUR	\$ 183.00	\$ 366.00	\$ 180.00	\$ 360.00	\$ 100.00	\$ 200.00	\$ 450.00	\$ 900.00	\$ 150.00	\$ 300.00
13	Asphalt Concrete Base, PG64-22, 5" Thickness	650	CU YD	\$ 173.60	\$ 112,840.00	\$ 152.00	\$ 98,800.00	\$ 155.00	\$ 100,750.00	\$ 168.00	\$ 109,200.00	\$ 170.00	\$ 110,500.00
14	Aggregate Base, Crushed Stone, 7"	950	CU YD	\$ 52.00	\$ 49,400.00	\$ 58.00	\$ 55,100.00	\$ 50.00	\$ 47,500.00	\$ 51.00	\$ 48,450.00	\$ 55.00	\$ 52,550.00
15	Tack Coat (0.075 Gal./S.Y.)	700	GAL	\$ 6.50	\$ 4,550.00	\$ 3.00	\$ 2,100.00	\$ 5.00	\$ 3,500.00	\$ 6.00	\$ 4,200.00	\$ 4.50	\$ 3,150.00
16	Asphalt Concrete Surface Course, Type 1, PG64-22, 1-1/2"	200	CU YD	\$ 189.90	\$ 37,980.00	\$ 194.00	\$ 38,800.00	\$ 205.00	\$ 41,000.00	\$ 184.00	\$ 36,800.00	\$ 232.00	\$ 46,400.00
17	Asphalt Concrete Intermediate Course, Type 1, 1-1/2"	200	CU YD	\$ 189.90	\$ 37,980.00	\$ 190.00	\$ 38,000.00	\$ 205.00	\$ 41,000.00	\$ 184.00	\$ 36,800.00	\$ 232.00	\$ 46,400.00
18	Cofferdams, Cribbs & Sheet piling (temporary by-pass pumping)	1	LS	\$ 25,900.00	\$ 25,900.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 21,000.00	\$ 21,000.00	\$ 55,000.00	\$ 55,000.00
19	Epoxy Coated Steel	4,000	LBS	\$ 2.40	\$ 9,600.00	\$ 1.00	\$ 4,000.00	\$ 2.00	\$ 8,000.00	\$ 1.80	\$ 7,200.00	\$ 1.00	\$ 4,000.00
20	Unclassified Excavation for Footings & Wingwalls	1	LS	\$ 9,070.00	\$ 9,070.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 22,500.00	\$ 22,500.00	\$ 12,300.00	\$ 12,300.00
21	Class "C" Concrete for Footings, 4000 PSI (O-326 Span & Wingwalls)	50	CU YD	\$ 399.60	\$ 19,980.00	\$ 525.00	\$ 26,250.00	\$ 1,150.00	\$ 57,500.00	\$ 480.00	\$ 24,000.00	\$ 500.00	\$ 25,000.00
22	Type "B" Rock Channel Protection with Filter (at bridge)	30	CU YD	\$ 167.50	\$ 5,025.00	\$ 130.00	\$ 3,900.00	\$ 200.00	\$ 6,000.00	\$ 140.00	\$ 4,200.00	\$ 125.00	\$ 3,750.00
23	Type "C" Rock Channel Protection without Filter (new drainage channel)	215	CU YD	\$ 109.45	\$ 23,531.75	\$ 110.00	\$ 23,650.00	\$ 150.00	\$ 32,250.00	\$ 70.00	\$ 15,050.00	\$ 130.00	\$ 27,950.00
23A	Tied Concrete Mat with Type 1 Underlayment	4	SY	\$ 213.00	\$ 852.00	\$ 90.00	\$ 360.00	\$ 250.00	\$ 1,000.00	\$ 230.00	\$ 920.00	\$ 160.00	\$ 640.00
24	Concrete Masonry (HW 2.1)	0.54	CU YD	\$ 2,645.00	\$ 1,428.30	\$ 1,850.00	\$ 999.00	\$ 1,000.00	\$ 540.00	\$ 2,900.00	\$ 1,566.00	\$ 1,700.00	\$ 918.00
25	4" Unclassified Pipe Underdrains with Geotextile Fabric	2,642	LF	\$ 10.25	\$ 27,080.50	\$ 11.00	\$ 29,062.00	\$ 20.00	\$ 52,840.00	\$ 15.00	\$ 39,630.00	\$ 10.00	\$ 26,420.00
26	Guardrail, Type MSG	870	FT	\$ 26.05	\$ 22,663.50	\$ 23.00	\$ 20,010.00	\$ 25.00	\$ 21,750.00	\$ 24.00	\$ 20,880.00	\$ 27.00	\$ 23,490.00
27	Guardrail Post	150	EACH	\$ 86.80	\$ 13,020.00	\$ 25.00	\$ 3,750.00	\$ 85.00	\$ 12,750.00	\$ 26.00	\$ 3,900.00	\$ 90.00	\$ 13,500.00
28	Guardrail Post, Steel, As Per Plan (incl. c.i.p. pedestal)	6	EACH	\$ 1,259.00	\$ 7,554.00	\$ 850.00	\$ 5,100.00	\$ 1,350.00	\$ 8,100.00	\$ 600.00	\$ 3,600.00	\$ 1,125.00	\$ 6,750.00
29	Anchor Assembly, Type T	4	EACH	\$ 1,736.00	\$ 6,944.00	\$ 1,250.00	\$ 5,000.00	\$ 1,750.00	\$ 7,000.00	\$ 1,300.00	\$ 5,200.00	\$ 1,800.00	\$ 7,200.00
30	Curb & Gutter, Type 2-Modified	113	FT	\$ 41.95	\$ 4,740.35	\$ 65.00	\$ 7,345.00	\$ 60.00	\$ 6,780.00	\$ 46.00	\$ 5,198.00	\$ 80.00	\$ 9,040.00
31	12" Conduit, Type B	96	FT	\$ 48.90	\$ 4,694.40	\$ 66.00	\$ 6,336.00	\$ 90.00	\$ 8,640.00	\$ 51.00	\$ 4,896.00	\$ 71.00	\$ 6,816.00
32	15" Conduit, Type C	649	FT	\$ 65.50	\$ 42,509.50	\$ 80.00	\$ 51,920.00	\$ 95.00	\$ 61,655.00	\$ 65.00	\$ 42,185.00	\$ 91.00	\$ 59,059.00
33	CB, ODOT 2-2B	5	EACH	\$ 1,421.00	\$ 7,105.00	\$ 1,450.00	\$ 7,250.00	\$ 1,850.00	\$ 9,250.00	\$ 1,900.00	\$ 9,500.00	\$ 1,800.00	\$ 9,000.00
34	MH, ODOT TYPE 3	4	EACH	\$ 2,736.00	\$ 10,944.00	\$ 4,000.00	\$ 16,000.00	\$ 4,250.00	\$ 17,000.00	\$ 2,250.00	\$ 9,000.00	\$ 2,600.00	\$ 10,400.00
35	4" Conduit, Type "F" for Underdrain Outlet	60	FT	\$ 29.20	\$ 1,752.00	\$ 25.00	\$ 1,500.00	\$ 25.00	\$ 1,500.00	\$ 11.00	\$ 660.00	\$ 8.00	\$ 480.00
35A	Precast Reinforced Concrete Outlet	2	EA	\$ 446.00	\$ 892.00	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 350.00	\$ 700.00	\$ 1,600.00	\$ 3,200.00
36	Maintaining Traffic	1	LUMP	\$ 22,538.80	\$ 22,538.80	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 3,500.00	\$ 3,500.00
37	Construction Layout Stakes and Surveying	1	LUMP	\$ 11,340.00	\$ 11,340.00	\$ 20,000.00	\$ 20,000.00	\$ 13,500.00	\$ 13,500.00	\$ 12,000.00	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00
38	Mobilization	1	LUMP	\$ 24,793.00	\$ 24,793.00	\$ 35,000.00	\$ 35,000.00	\$ 10,000.00	\$ 10,000.00	\$ 39,500.00	\$ 39,500.00	\$ 46,000.00	\$ 46,000.00
39	Edge Line, 4" Type 1	0.72	MILE	\$ 2,735.00	\$ 1,969.20	\$ 2,226.00	\$ 1,602.72	\$ 2,500.00	\$ 1,800.00	\$ 2,340.00	\$ 1,684.80	\$ 2,490.00	\$ 1,792.80
40	Center Line, Type 1	0.27	MILE	\$ 3,090.00	\$ 834.30	\$ 3,339.00	\$ 901.53	\$ 4,500.00	\$ 1,215.00	\$ 3,500.00	\$ 985.00	\$ 4,980.00	\$ 1,344.60
41	Stop Line, Type 1, 24"	14	FT	\$ 10.85	\$ 151.90	\$ 9.50	\$ 133.00	\$ 10.00	\$ 140.00	\$ 10.00	\$ 140.00	\$ 6.00	\$ 84.00
42	Topsoil, 4" (Contingency)	200	CU YD	\$ 48.00	\$ 9,600.00	\$ 58.00	\$ 11,600.00	\$ 25.00	\$ 5,000.00	\$ 50.00	\$ 10,000.00	\$ 30.00	\$ 6,000.00
43	Seeding and Mulching, Class 3A	4,000	SQ YD	\$ 2.25	\$ 9,000.00	\$ 1.75	\$ 7,000.00	\$ 5.00	\$ 20,000.00	\$ 2.00	\$ 8,000.00	\$ 4.00	\$ 16,000.00
44	Perimeter Filter Fabric Fence (silt fence) & Erosion Control	1	LS	\$ 27,445.00	\$ 27,445.00	\$ 16,000.00	\$ 16,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,000.00	\$ 17,000.00	\$ 12,500.00	\$ 12,500.00
45	Drilled Pier & Plug Shaft, Complete Per Plan	1	LS	\$ 512,424.00	\$ 512,424.00	\$ 430,000.00	\$ 430,000.00	\$ 450,000.00	\$ 450,000.00	\$ 465,000.00	\$ 465,000.00	\$ 452,000.00	\$ 452,000.00
46	Contech O-326 Series Span, Installed Complete in Place Per Plan, inc. setting structure, backfilling, water proofing (per manufacturer)	1	LS	\$ 136,508.00	\$ 136,508.00	\$ 145,000.00	\$ 145,000.00	\$ 175,000.00	\$ 175,000.00	\$ 138,000.00	\$ 138,000.00	\$ 145,400.00	\$ 145,400.00
47	OPWC SIGN, Per Specifications	1	LUMP	\$ 923.00	\$ 923.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00
48	Project Contingency	1	LUMP	\$ -	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
49W	Clearing and Grubbing (up to and including 12" tree's)	1	LUMP	\$ 4,123.00	\$ 4,123.00	\$ 5,500.00	\$ 5,500.00	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00
50W	Stump Removed, 18" Size	1	EA	\$ 434.00	\$ 434.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 420.00	\$ 420.00	\$ 230.00	\$ 230.00
51W	Asphalt Pavement Removed (917 s.f.)	102	SQ YD	\$ 23.15	\$ 2,361.30	\$ 2.00	\$ 204.00	\$ 5.00	\$ 510.00	\$ 7.00	\$ 714.00	\$ 8.00	\$ 816.00
52W	Excavation (bore/receiving pit)	160	CU YD	\$ 94.60	\$ 15,136.00	\$ 1.00	\$ 160.00	\$ 100.00	\$ 16,000.00	\$ 43.00	\$ 6,880.00	\$ 32.00	\$ 5,120.00
53W	Asphalt Concrete Base, PG64-22, 5"	15	CU YD	\$ 173.60	\$ 2,604.00	\$ 450.00	\$ 6,750.00	\$ 300.00	\$ 4,500.00	\$ 168.00	\$ 2,520.00	\$ 255.00	\$ 3,825.00
54W	Aggregate Base, 6" (Road Restoration)	25	CU YD	\$ 65.50	\$ 1,637.50	\$ 40.00	\$ 1,000.00	\$ 100.00	\$ 2,500.00	\$ 70.00	\$ 1,750.00	\$ 65.00	\$ 1,625.00
55W	Tack Coat (0.075 Gal./S.Y.)	69	GAL	\$ 6.50	\$ 448.50	\$ 5.00	\$ 345.00	\$ 10.00	\$ 690.00	\$ 6.00	\$ 414.00	\$ 8.00	\$ 552.00
56W	Asphalt Concrete Intermediate Course, Type 1, (448), 1-1/2"	5	CU YD	\$ 190.00	\$ 950.00	\$ 600.00	\$ 3,000.00	\$ 350.00	\$ 1,750.00	\$ 184.00	\$ 920.00	\$ 255.00	\$ 1,275.00
57W	Asphalt Concrete Surface Course, Type 1, (448) PG64-22, 1-1/2"	5	CU YD	\$ 190.00	\$ 950.00	\$ 650.00	\$ 3,250.00	\$ 350.00	\$ 1,750.00	\$ 184.00	\$ 920.00	\$ 255.00	\$ 1,275.00
58W	Maintaining Traffic	1	LUMP	\$ 17,356.00	\$ 17,356.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00
59W	Construction Layout Stakes and Surveying	1	LUMP	\$ 6,504.00	\$ 6,504.00	\$ 6,500.00	\$ 6,500.00	\$ 7,500.00	\$ 7,500.00	\$ 13,000.00	\$ 13,000.00	\$ 7,000.00	\$ 7,000.00
60W	Mobilization	1	LUMP	\$ 16,112.00	\$ 16,112.00	\$ 31,000.00	\$ 31,000.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 27,500.00	\$ 27,500.00
61W	R/W Warning Sign	2	EACH	\$ 217.00	\$ 434.00	\$ 175.00	\$ 350.00	\$ 500.00	\$ 1,000.00	\$ 115.00	\$ 230.00	\$ 250.00	\$ 500.00
62W	16" Water Main Ductile Iron Pipe, Cl. 56 - Restrained Joint Pipe	73	FT	\$ 141.70	\$ 10,344.10	\$ 160.00	\$ 11,680.00	\$ 185.00	\$ 13,505.00	\$ 164.00	\$ 11,972.00	\$ 208.00	\$ 15,184.00
63W	16" Water Main Ductile Iron Pipe ANSI Cl. 52, Push-On Joints	6,054	FT	\$ 121.50	\$ 735,561.00	\$ 126.00	\$ 762,804.00	\$ 150.00	\$ 908,100.00	\$ 130.00	\$ 787,020.00	\$ 136.00	\$ 823,344.00
64W	16" Water Main Ductile Iron Pipe ANSI Cl. 52, Restrained Joint Pipe	2,195	FT	\$ 179.15	\$ 393,234.25	\$ 144.00	\$ 316,080.00	\$ 170.00	\$ 373,150.00	\$ 141.00	\$ 309,495.00	\$ 157.00	\$ 344,615.00
65W	8" Water Main Ductile Iron Pipe ANSI Cl. 52, Restrained Joint Pipe	33	FT	\$ 127.05	\$ 4,192.65	\$ 146.00	\$ 4,818.00	\$ 100.00	\$ 3,300.00	\$ 132.00	\$ 4,356.00	\$ 155.00	\$ 5,115.00
66W	6" Water Main Ductile Iron Pipe ANSI Cl. 52, Restrained Joint Pipe	40	FT	\$ 95.35	\$ 3,814.00	\$ 185.00	\$ 7,400.00	\$ 80.00	\$ 3,200.00	\$ 73.00	\$ 2,920.00	\$ 83.00	\$ 3,320.00
67W	24" Steel Pipe Encasement, Jack & Bored	73	FT	\$ 397.50	\$ 29,017.50	\$ 1,050.00	\$ 76,650.00	\$ 385.00	\$ 28,105.00	\$ 325.00	\$ 23,725.00	\$ 575.00	\$ 41,975.00</

CITY OF MONROE- SOUTH UNION ROAD PROJECT BIDDERS LIST
BID RESULT SHEET
1/5/2022 – 2:00PM

COMPANY NAME	LOCATION	BID AMOUNT
✓ SmithCorp	Cincinnati, OH	2,670,434.70
✓ Majors Enterprises, Inc.	Monroe, OH	3,121,164.29
✓ Ford Development	Cincinnati, OH	3,262,148.50
W.G. Stang, LLC	Hamilton, OH	
Sunesis Construction Co.	West Chester Township, OH	
✓ Double Jay Construction	Englewood, OH	2,984,304.00
✓ Rack & Ballauer Excavating Co., Inc.	Hamilton, OH	2,911,978.55
✓ Howell Contractors	Walton, KY	3,263,347.00
JNT Excavating, LLC	Independence, KY	
Barrett Paving Materials, Inc.	Middletown, OH	
Brackney, Inc.	Brookville, IN	
✓ Brumbaugh Construction	Arcanum, OH	2,966,597.00
✓ Smith & Brown Contractors	Harrison, OH	3,079,367.25
Milcon Concrete, Inc.	Troy, OH	

Apparent Low Bid* SmithCorp 2,670,434.70

*Bids will be reviewed and a recommendation to the owner will follow.

Jones Warner Consultants, Inc.
8401 Claude Thomas Road, Suite 51
Franklin, Ohio 45005
Email – JWCI@joneswarner.com
Phone – (937) 704-9868 Fax – (937) 704-9949



City of Monroe
S. Union Road Project, Bid Opening Sign-In Sheet

Project ID:

21-045

Subject: **City of Monroe – S. Union Road Project – Bid Opening**

Bid Opening Date/Time: **1/5/2022 2:00pm**

Meeting Manager: **Greg Miller, JWCI**

Location/Room: **1100 Holman Dr. Monroe, OH 45050**

Name	Company	Phone	Email	Signature
DONNY SMITH	SMITH & BROWN	(513) 738-0077	INFO@SBCOM.NET	
Bryan Gessner	Smith Corp Inc.	513-782-8882	jay.smith@smithcorp.com	
PAUL BRICKING	Howell Contrs.	859 331-5457	Pbricking@howellcontractors.com	
JACOB SOWERS	DOUBLE JAY	937-832-3123	jacob@doublejayinc.com	
BRADY HENDERSON	FORD DEVELOPMENT	(513) 315-4141	BRHENDERSON35@GMAIL.COM	
Kristin Fessel	Majors Enterprises	513-539-8212	majorssupply@hotmail.com	
Gavin Bixler	Brumbaugh Construction	937-692-5107	gavin@brumbaughconstruction.com	
Jerry Ball	Reck & Balbuen	513 213-1118	ball.jerry4072@gmail	

EMERGENCY RESOLUTION NO. 04-2022

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$5,458.00 TO ESO SOLUTIONS, INC. AND DECLARING AN EMERGENCY.

WHEREAS, ESO Solutions, Inc. began charging a 3% surcharge for all credit card transactions, which prohibited the payment being made with a credit card as was done previously.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: A Then-and-Now Certificate in the amount of \$5,458.00 to ESO Solutions, Inc. is hereby approved.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to authorize the Certificate at the earliest possible date to avoid any delay in paying for services rendered. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

EMERGENCY RESOLUTION NO. 05-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND ENTERPRISE FLEET MANAGEMENT FOR THE LEASE OF FIVE WESTERN STAR DUMP TRUCKS AND DECLARING AN EMERGENCY.

WHEREAS, the re-entering into a leasing program for dump trucks outfitted with snow plow equipment allows for better trade-in values for replacement trucks.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into a lease agreement by and between the City of Monroe and Enterprise Fleet Management for the lease of five Western Star Dump Trucks outfitted with snow plow equipment.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to proceed with the ordering of said vehicles prior to further price increases and avoid a lengthy delay in backorders. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

ORDINANCE NO. 2022-02

AN ORDINANCE GRANTING AN EASEMENT TO DUKE ENERGY OHIO, INC. FOR THE PURPOSES OF REPLACING A CASING OVER AN EXISTING GAS MAIN.

WHEREAS, it is necessary for casing to be placed over an existing gas main near the Great Miami River Trail and Monroe Bicentennial Commons; and

WHEREAS, said gas line is located within an area owned by the City of Monroe; and

WHEREAS, Council deems it necessary to grant an easement for the replacement of casing to protect the existing gas line.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Council hereby grants an easement to Duke Energy Ohio, Inc. for the replacement of casing over an existing gas main as described in Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

EASEMENT

Return Recorded Document To: _____

STATE OF OHIO
COUNTY OF BUTLER
PARCEL ID # C1800016100004, C1800016100005, C1800012000035,
C1800012000034, C1800012000054,

LINE NO. _____
PROJECT NO. _____

THIS "**EASEMENT**" is made and granted as of this ____ day of _____, 2021, from **CITY OF MONROE, OHIO**, an Ohio municipal corporation ("**Grantor**", whether one or more), to **DUKE ENERGY OHIO, INC.**, an Ohio corporation ("**Grantee**", **Duke Energy**).

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in the County of Butler, Ohio, as more particularly described in the instrument recorded in Book 9099, Page 1365, Butler County Registry (the "**Property**"), located in S 5, T 2, R 3 and S 35 & 36, T 3, R 3.

NOW, THEREFORE, Grantor for and in consideration of the sum of \$1.00 and other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Duke Energy Ohio, Inc., its successors and assigns the following easement(s) and right(s) of way under, upon, over, through, and across the Property, as shown on the survey attached hereto as **Exhibit A** and incorporated herein by reference (the "**Survey**"). For purposes of this EASEMENT, the term "**Easements**" shall refer collectively to all easements described herein and as depicted on the Survey and the term "**Easement Areas**" shall refer collectively to all the easement areas described herein and as depicted on the Survey.

Temporary Access Easement. A temporary access easement for the purposes of ingress, egress, and regress, upon, over, and across that portion of the Property designated "Temporary Access" on the Survey (the "**Temporary Access Easement Area**"), which temporary right shall terminate upon Duke Energy placing all natural gas pipelines and appurtenant facilities for which this temporary access easement is given in service and release of Duke Energy from its obligations under all permits issued for construction of such facilities including, without limitation, all sedimentation and erosion control permits.

Duke Energy shall have the right, but not the obligation, to construct, reconstruct, maintain, repair, improve, and/or use roads or driveways within the Temporary Access Easement Area (including, without limitation, grading, graveling, and installing culverts). Duke Energy may install gates within the Temporary Access Easement Area, provided that Grantor has a reasonable means of using any roads, driveways, or gates locked by Duke Energy. Grantor shall assume all risk associated with Grantor's use of any roads, driveways, or gates within the Temporary Access Easement Area. The rights granted herein will terminate on July 1, 2022.

Upon the termination of the Temporary Access Easement as described herein, Duke Energy shall restore the Temporary Access Easement Area to substantially the same condition as it existed prior to Duke Energy's entry thereon, ordinary wear and tear excepted, unless upon the written request of Grantor, Duke Energy shall leave any road and/or driveway constructed by Duke Energy in place for the continued future use and maintenance by Grantor, in which case Grantor shall assume all liabilities, costs or expenses associated with any road and/or driveway and shall be solely responsible for any damages to said road and/or driveway.

Duke Energy's Use. Duke Energy shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, without limitation: (1) reasonable access across the Property to and from the Easement Areas, and (2) the right, but not the obligation, to keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage and any trees standing outside the Easement Areas which are substantially likely to fall onto the Easement Areas), buildings, structures, installations, and any other obstructions which unreasonably interfere with the rights granted herein (collectively, "**Obstructions**"). Some or all of the natural gas pipelines and appurtenant facilities (collectively, as described in the Easements granted herein, the "**Facilities**") may be installed now and/or in the future. All Facilities shall be and remain the property of Duke Energy and may be removed by it at any time and from time to time.

Grantor's Reservation of Rights. Grantor reserves the right to use the Property and Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with the rules and regulations of the Ohio Utilities Commission, or any applicable federal, state, or local law, rule, or regulation. Grantor shall obtain written approval from Duke Energy prior to making any change in use of the Easement Areas, which approval shall not be unreasonably withheld, conditioned, or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Duke Energy's access to or maintenance of the Facilities or the Easement Areas; (2) endanger the safety of Grantor, Duke Energy, the general public, private or personal property, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Duke Energy.

Damages. Duke Energy shall be responsible for actual physical damage to: (1) the land within the Property and Easement Areas; and (2) improvements and annual crops located on the Property that are not in violation of the terms hereof, provided that such damage must be caused by Duke Energy in exercising the rights granted herein, and provided further that a claim is made by Grantor within one hundred and twenty (120) days after such damages are sustained. Duke Energy shall restore and level the surface of the Easement Areas to, as nearly as can be reasonably done, the same condition as prior to Duke Energy's use of the Easement Areas. Duke Energy shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense without Grantor's prior approval or permission.

No Waiver or Additional Representations. The failure by Duke Energy to exercise and/or enforce any of the rights, privileges, and Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges and Easements, and Duke Energy thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by the undersigned that the person securing this grant on behalf of Duke Energy is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on Duke Energy.

Ownership of the Property. Grantor represents, warrants and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record. Grantor represents it has obtained any necessary approvals from any applicable mortgage and tenant interests.

To have and to hold said rights, privileges, and Easements unto Duke Energy, its affiliates, successors, and assigns. Duke Energy, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this EASEMENT, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Duke Energy, for the uses and purposes expressly stated herein. This EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Duke Energy, and their respective heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this EASEMENT has been signed under seal by Grantor, as of the date first above written.

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for _____ County, _____, certify that
_____ personally came before me this day and acknowledged that he (or she)
is _____ of _____, a corporation, and that he (or she), in such capacity, being
authorized to do so, executed the foregoing Easement on behalf of the corporation.

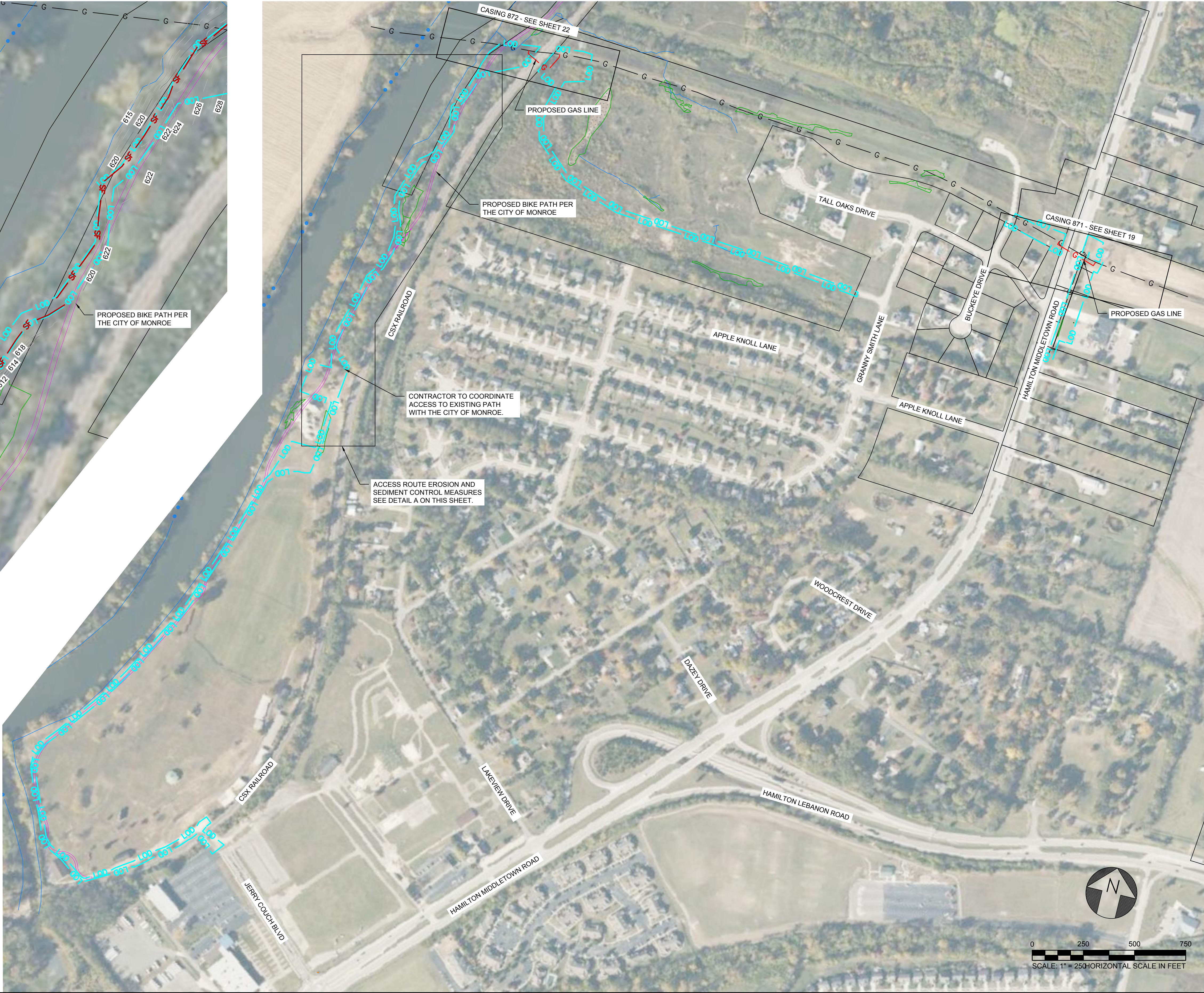
Witness my hand and official seal this the ____ day of _____, 20__.

[NOTARY SEAL]

_____ Sign

_____ Print

My commission expires: _____



- NOTE
1. CONTRACTOR MAY CLEAR AND GRADE AS NECESSARY WITHIN THE ACCESS ROUTE. THE CONTRACTOR MUST RESTORE SITE BACK TO ORIGINAL CONDITIONS AT THE COMPLETION OF THE PROJECT.

NO.	DATE	REVISION(S) DESCRIPTION	BY	CHK	APPD	DESCRIPTION	APPROVALS
A	10/20/2021	30% PRELIMINARY DRAWINGS	ALS	CTL	SJP	AREA CODE	DATE SIGNATURE / INITIALS REGIONAL ENGINEER
						ACCOUNT NUMBER	DATE SIGNATURE / INITIALS MGR TECH REC & STD
						PROJECT NUMBER	DATE SIGNATURE / INITIALS PRINCIPAL ENGINEER
						DRAWING BY	
						CHECKER	
						SIGNATURE	

 
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CORP. OFFICE 4720 PIEDMONT ROW DRIVE
CHARLOTTE, NC 28210

BUTLER COUNTY - PH 1 C210 & LP07
BC-5 CASING ACCESS PLAN
BUTLER COUNTY, OHIO
ToddHunter Resource Center Charlotte, Ohio

REF. DWG(S)		
SHEET	18	DWG SCALE AS NOTED
DWG DATE	10/20/2021	STATION ID -
DRAWING NUMBER		REVISION
PNG-C-042-0001085		A
DISCIPLINE / RESOURCE CENTER / LINE NUMBER		



Total Compensation Agreement for Permanent Easement(s),
Temporary Easement(s), and/or Damages (“Agreement”)

Duke Energy - Ohio ("Duke")

Project Name: Butler County Improvements Phase 1 Project Number: AW2133

Project Tract #: Consideration: \$1,000

Landowner: Municipality of Monroe % Ownership: 100.00%

Pay to the Order of: Municipality of Monroe

Deliver Check To: 233 S. Main St. Phone: 513-539-7374

Monroe, OH 45050

In consideration of the right(s) of way and/or easement(s) dated _____, 2021 (collectively, "Easement") granted by Landowner to Duke, Duke agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")	\$21,000
------------------------------------	----------

PERMANENT (G662)	Acres	%FMV		
Permanent Easement Area	0.000	0%		\$0
Perm. Access Easement Area				\$0
USSE Area				\$0
Flare Site Easement Area				\$0
PERMANENT TOTAL				\$0

TEMPORARY (G663)	Acres	%FMV		
TCE Area	0.000	0%		\$0
Temp. Access Easement Area				\$1,000
TEMPORARY TOTAL				\$1,000

CROP DAMAGES (G656)	SELECT ONE:		Anticipated Damages		Post-Construction Damages	
	Type	Acres	Yield per Acre	Price per Yield Unit		
Crops						\$0
Timber						\$0
CROP DAMAGE TOTAL						\$0

DAMAGES (G656)	SELECT ONE:		Anticipated Damages		Post-Construction Damages	
Detailed Description of Damages						
DAMAGES TOTAL						\$0

GRAND TOTAL	\$1,000
-------------	---------

Landowner agrees that all terms, provisions, and conditions of this Agreement and the Easement are and shall remain confidential and Landowner agrees not to disclose any such terms, provisions or conditions to any person or entity. Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement and any damages, including crops and timber, described above. Landowner understands that trees, shrubs, crops and other landscaping Duke removes from the Easement Areas will not be restored or replaced upon completion of its activities on Landowner's property. This Agreement shall be governed by Ohio law.

Landowner: Date:

(SIGN)

(PRINT)

(SIGN)

(PRINT)

Land Agent:

(SIGN)

(PRINT)

Blueberries	Pine
Christmas Trees	Hardwood
Corn	
Cotton	
Hay	
Hemp	
Peanuts	
Sod	
Soy	
Strawberries	
Sweet Potatoes	
Tobacco	
Tomatoes	
Wheat	