

PIKE COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
March 1, 2021 @ 8:30 AM

Mark Flint
Jeff Nelson
Ryan Coleman

REGARDING CALL MEETING TO ORDER

The meeting was called to order by Commissioner President Mark Flint. Commissioners Jeff Nelson and Ryan Coleman were in attendance. Also present were County Attorney Val Fleig, Auditor Judith Gumbel, Commissioners Assistant Kristi Dischinger, Sheriff Kent Johnson, Chief Deputy Dallas Killian, EMA Director Ryan Benner, Pike County Council President Jon Craig, County Health Nurse Amy Gladish, EDC Director Ashley Willis, Region 15 OCRA lead for Pike County Jenny Matheis, County Highway Superintendent Josh Byrd, Press Dispatch Editor Andy Heuring, Dick Brewster, Gary Leavitt, and Petersburg Mayor RC Klipsch.

REGARDING APPROVAL OF MINUTES FOR FEBRUARY 16, 2021

President Flint asked if anyone had any corrections to the minutes. Hearing none, he called for a motion to approve. Commissioner Ryan Coleman seconded by Commissioner Jeff Nelson motioned to approve. Motion passed 3 – 0.

APPROVAL OF CLAIMS FOR MARCH 1, 2021

President Flint asked if Commissioners had any questions regarding the claims. Hearing none, he called for a motion to approve. Commissioner Nelson seconded by Commissioner Coleman moved to approve the claims. Motion passed 3 – 0.

REGARDING OLD BUSINESS

Open Bids for Community Crossing

County Attorney Val Fleig opened and read the bids for Community Crossings 2020 – Call 2. Asphalt Materials, Inc. was the only bid received for the tack oil for the projects. Cave Quarries Inc. was the only bid received for the HMA, # 9 Binder/Wedging, HMA #11 Surface, and HMA #5 Base. The Commissioners discussed that since they were known bidders and the only bidders in each case that they could go ahead and award the project. The bids are attached.

Commissioner Nelson seconded by Commissioner Coleman motioned to award the project as stated above to Asphalt Materials, Inc and Cave Quarries. Motion passed 3 – 0.

REGARDING NEW BUSINESS

Baker Tilly-Paige Sansone

Paige Sansone with Baker Tilly was present via Zoom. She stated that she had submitted a proposal to the County Council to look at 14 major operating funds and the impact that the decommissioning of IP&L would have on the tax income and levies in the county. She stated at

this current time due to Circuit Breakers the county is not collecting about 11.6% of the tax assessment. The proposal states that Baker Tilly proposes to project over the next 10 years. She stated that they would look at property tax rates as well as local income tax. They will look at these rates compared to the other counties in the state. Currently property tax rates is in the upper 5% and local income tax is 2nd or 3rd lowest in the state. They will look at our cash reserve levels in the funds and that it is at least at the 15% level.

Commissioner Flint asked for the time frame. She stated that the proposal would be completed within 8 to 10 weeks after signing the agreement at a cost of \$30,000.

Council President Jon Craig spoke to the group and stated that he had been the driver of this proposal. He stated that last year's results of IP&L's initial decommissioning steps along with a shift of the assets going to Morgan County caused a major decrease in assessed value in Pike County. He said that the references from other counties in regard to Baker Tilly were excellent. He stated, however, that none of the counties had the situation that we have. They use the service for routine matters not as a forecasting tool as Pike would plan to use the information. He stated that Pike County has been good stewards of the taxpayers money, but we have some funds such as Reassessment, Sheriff's Pension Fund and the General Fund that could not be sustained at the present levels without increases in the tax levies. We are not at emergency levels now, but we could get there quickly.

Pike County Council President Jon Craig shared that the Council considered this proposal at their last meeting. He said that it was tabled until the Council could receive recommendations. He stated that he is going to advocate strongly to the Council and to use the Rainy Day Fund to finance it. Councilman Craig stated that since the Commissioners are the contracting body for the County and at some point in time they would have to approve or disapprove of the agreement should the Council decide to go forward with the proposal.

Councilman Craig asked Commissioner Flint if they could make the decision today as to whether or not they would agree to the proposal now contingent upon the Council's decision to fund the proposal. Councilman Craig stated that he could not in fact state what the Council's decision would be but would like to be ahead due to time if the decision is an affirmative.

Commissioner Coleman seconded by Commissioner Nelson motion to approve the study contingent upon the County Council's decision to fund the proposal. Motion passed 3 – 0.

German American Insurance Proposal

Tony Cochren with German American Insurance presented the proposal stating that it was a little higher this year than last year. EMC is the underwriter on the insurance and they requested an appraisal of all historical buildings during the insuring process this year due to a bad experience that they had in the cost of replacing an historical courthouse. Our courthouse appraisal rose from \$9 million to \$19 million! The overall blanket in the property insurance policy is \$30 million on multiple properties. The blanket policy would increase allowing more coverage and keep us from being underinsured.

The policy has a market clause of 130%. That basically gives the County the assurance that 30% over the \$19 million would be available to rebuild the courthouse if the County experienced a total loss.

Last year's property premium was \$26,389 this year it is \$36,379. The bulk of the increase is due to the appraisal. Our current policy is a replacement cost policy. We could go two other ways: ACD – Actual cash value which is a depreciated value. Could also do a functional value. But the functional value policy would not pay for removal of the debris. (It would only save \$6,000 and it would cost much more than that to remove the debris.

The rest of the premium is p:

General Liability is going up 8%

Linebacker Coverage 10%

Business Auto 7%

Total premium is \$186,000 over all about a 14% increase.

Commissioner Flint asked Ms. Dischinger if she budgeted an increase, and she said that she did not do so for the last couple of years as premiums had increased only slightly. The premium is due March 3, 2021. There was concern over the increase. There was concern that we didn't get much notice of the increase. Commissioner Coleman asked if the County could file for an extension. Mr. Cochren said probably the answer would be no. We've been with GA a long time. It's a \$23,339 increase. We don't have time to seek a quote from someone else due to the timing. Mr. Cochren said that he would be happy to go out to the market next year seeking possible new providers. President Flint asked if there was a motion to approve.

Commissioner Nelson seconded by Commissioner Coleman moved to approve the insurance contract with German American Insurance. Motion passed 3 – 0.

WTH Data Request

Ms. Dischinger explained that this is a standard WTH request seeking electronic map data from Sunrise Coal for GIS Data. The charge to Sunrise is \$750 of which the County ends up with \$250. President Flint called for a motion to approve.

Commissioner Coleman seconded by Commissioner Nelson voted to accept the agreement. Motion passed 3 – 0.

EMA Ballistics Grant Extension (ratify)

This is just a time extension for the grant because EMA Director Benner does not have everything in yet. The grant is for ballistics gear for Fire and EMS.

Commissioner Nelson seconded by Commissioner Coleman motioned to approve the extension request. Motion passed 3 – 0.

EDC Annual Plan of Work

Ashley Willis, presented the Economic Development Corporation's Annual Plan of Work for 2021. She went over the plans approved goal stating the status of each. The key areas are as follows: Infrastructure and Facilities (CRs 350 and 300 and focusing on increased broad band service for underserved and unserved areas); Housing (increase market rate and workforce housing); Workforce Development and Entrepreneurial Support (technology center open house, expanding technological support to the county; Community Engagement (\$60,000 OCRA Grant in 2020 and hopefully a \$250,000 OCRA grant for Small Businesses in 2021);

Energy, Natural Resources, and Renewables (Next steps industry partners, Bowman Family Holdings, Utility Partners, IEDC, and Collegiate Partners); Marketing (Continue to market the county with new materials utilizing a lot more zoom and virtual means; and Business Growth (We had an uptick of growth but have seen a little bit of a pause due to COVID).

REGARDING BUSINESS BY COMMISSIONERS

Transfer of Office Duties - New Hire Protocols

The Commissioner's Office and the Auditor's Office has had a strange split of duties. These are mainly HR type duties. Ms Dischinger and the Auditor's office have agreed to a changed role in regard to some of the paperwork such as employment application processes, onboarding processes, FMLA, Insurance signup etc. This is an Administrative Policy Change which notes the procedures to be followed in the County.

Commissioner Nelson seconded by Commissioner Coleman moved to accept the proposed Administrative Policy Change. Motion passed 3 – 0.

Resolution Intent to Conduct Certificate Sale, & Set Minimum Bid

This is the Commissioners Certificate Sale that is tentatively set for April 29th Online. The recommendation by SRI would be a \$100 minimum bid. This is Resolution 2021-11. The resolution approves the calendar of the event and updates the agreement with SRI.

Commissioner Coleman moved to approve Resolution 2021-11 addressing the Certificate Sale Calendar, minimum bid of \$100 and the agreement with SRI. Motion passed 3 – 0.

Emergency Declaration

President Flint asked County Health Nurse Amy Gladish what her thoughts were in continuing the Emergency Declaration one more month even though the COVID status is improving. There may be things forth coming that it would be better to be in this status until everything levels out.

Commissioner Nelson seconded by Commissioner Coleman moved to continue the Emergency Declaration status for one more month. Motion passed 3 – 0.

Courthouse Status-COVID

Ms. Gladish reported that we are now in a 2% level of the 7 - day positivity rate. There are eleven active cases right now. We are currently at the yellow level of meeting capacities of 100 but are definitely heading toward blue which would be capacity levels of 250 persons.

Pike County's OCRA Application

Our representative with Region 15 Jenny Matheis explained that next Thursday the Commissioner's Application to OCRA for a grant for \$250,000 for COVID Business Relief is to be submitted. It must be accompanied by a Resolution with associated paperwork approved by the Commissioners to seek that grant. Ms. Matheis stated that the grant was written to cover all costs of the County. Commissioner Flint asked if there were any questions.

Commissioner Coleman seconded by Commissioner Nelson motioned to approve the Resolution. Motion passed 3 – 0.

REGARDING BUSINESS BY PUBLIC – None

REGARDING ADJOURNMENT

Commissioner Coleman seconded by Commissioner Nelson moved to adjourn. Motion passed 3 – 0.

County Board of Commissioners

Attest:

Judith Gumbel, Auditor

Date

County of Pike- Request for Bids

Project: -CR 125 W pavement resurfacing with 2 inch overlay from the following intersections.
Washington Township

Section 1: From CR 50 W to I-69 Dead End

Length: 4,639 feet

Width: 18 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$0.00	\$0.00
HMA #11 Surface	1021	TON	\$0.00	\$0.00
HMA # 5 Base	0	TON	\$0.00	\$0.00
AE-90 Tack Oil	557	Gallon	\$2.00	\$1,114.00
Total Cost				\$1,114.00

GRAND Total Material Cost	\$1,114.00
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Bid Completed By: Tom Martin Tom Martin

Date: _____

2/3/2021

Company: _____ Asphalt Materials, Inc.

County of Pike- Request for Bids

Project: -CR 125 W pavement resurfacing with 2 inch overlay from the following intersections.
Washington Township

Section 1: From CR 50 W to I-69 Dead End

Length: 4,639 feet

Width: 18 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$0.00	\$0.00
HMA #11 Surface	1021	TON	\$0.00	\$0.00
HMA # 5 Base	0	TON	\$0.00	\$0.00
AE-90 Tack Oil	557	Gallon	\$2.00	\$1,114.00
Total Cost				\$1,114.00

GRAND Total Material Cost	\$1,114.00
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Bid Completed By: Tom Martin Tom Martin

Date: _____

2/3/2021

Company: _____ Asphalt Materials, Inc.

County of Pike- Request for Bids

Project: - CR 850 W Pavement resurfacing with 2 inch overlay from the following intersections.
Clay Township

Section 1: From SR 65 to Rock

Length: 2,040 feet

Width: 17 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	100	TON	\$0.00	\$0.00
HMA #11 Surface	424	TON	\$0.00	\$0.00
HMA # 5 Base	0	TON	\$0.00	\$0.00
AE-90 Tack Oil	231	Gallon	\$2.00	\$462.00
Total Cost				\$462.00

GRAND Total Material Cost	\$462.00
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Bid Completed By: Tom Martin Tom Martin

Date: _____

2/3/2021

Company: _____ Asphalt Materials, Inc.

County of Pike- Request for Bids

Project: -CR 375 W Pavement resurfacing with 2 inch overlay from the following intersections.
Logan Township

Section 1: From CR 200 S to Winslow Patoka Rd. (CR 125 S)

Length: 3,706 feet

Width: 20 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	600	TON	\$0.00	\$0.00
HMA #11 Surface	906	TON	\$0.00	\$0.00
HMA # 5 Base	0	TON	\$0.00	\$0.00
AE-90 Tack Oil	494	Gallon	\$2.00	\$988.00
Total Cost				\$988.00

GRAND Total Material Cost	\$988.00
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Bid Completed By: Tom Martin Tom Martin

Date: _____

2/3/2021

Company: _____ Asphalt Materials, Inc.

County of Pike- Request for Bids

Project: -CR 325 W Pavement resurfacing with 2 inch overlay from the following intersections.
Madison Township

Section 1: From CR 200 N to Rock

Length: 1,388 feet

Width: 16 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$0.00	\$0.00
HMA #11 Surface	271	TON	\$0.00	\$0.00
HMA # 5 Base	0	TON	\$0.00	\$0.00
AE-90 Tack Oil	148	Gallon	\$2.00	\$296.00
Total Cost				\$296.00

GRAND Total Material Cost	\$296.00
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Bid Completed By: Tom Martin Tom Martin

Date: _____

2/3/2021

Company: _____ Asphalt Materials, Inc.

County of Pike- Request for Bids

Project: - CR 75 S Pavement resurfacing with 2 inch overlay from the following intersections.
Logan Township

Section 1: CR 75 S (west side) From CR 325 W to Rock

Length: 2,284 feet

Width: 16 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$0.00	\$0.00
HMA #11 Surface	447	TON	\$0.00	\$0.00
HMA # 5 Base	150	TON	\$0.00	\$0.00
AE-90 Tack Oil	244	Gallon	\$2.00	\$488.00
Total Cost				\$488.00

Section 2: CR 75 S (east side) From CR 325 W to Rock

Length: 1,048 feet

Width: 13 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$0.00	\$0.00
HMA #11 Surface	206	TON	\$0.00	\$0.00
HMA # 5 Base	0	TON	\$0.00	\$0.00
AE-90 Tack Oil	122	Gallon	\$2.00	\$244.00
Total Cost				\$244.00

GRAND Total Material Cost	\$732.00
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Bid Completed By: Tom Martin Tom Martin

Date: _____

2/3/2021

Company: _____ Asphalt Materials, Inc.

County of Pike- Request for Bids

Project: -CR 300 W Pavement resurfacing with 2 inch overlay from the following intersections.
Logan Township

Section 1: From CR 200 S to Asphalt

Length: 1,678 feet

Width: 16 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$0.00	\$0.00
HMA #11 Surface	328	TON	\$0.00	\$0.00
HMA # 5 Base	0	TON	\$0.00	\$0.00
AE-90 Tack Oil	179	Gallon	\$2.00	\$358.00
Total Cost				\$358.00

GRAND Total Material Cost	\$358.00
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Bid Completed By: Tom Martin Tom Martin

Date: _____

2/3/2021

Company: _____ Asphalt Materials, Inc.

County of Pike- Request for Bids

**Project: -CR 610 N Conversion with 2 inch overlay from the following intersections.
Washington Township**

Section 1: From SR 57 to Dead End

Length: 615 feet

Width: 12 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
#53 Rock	180	TON	\$0.00	\$0.00
HMA, # 9 Binder/Wedging	0	TON	\$0.00	\$0.00
HMA #11 Surface	110	TON	\$0.00	\$0.00
HMA # 5 Base	110	TON	\$0.00	\$0.00
AE-90 Tack Oil	179	Gallon	\$2.00	\$358.00
Total Cost				\$358.00

GRAND Total Material Cost	\$358.00
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Bid Completed By: Tom Martin Tom Martin

Date: _____

2/3/2021

Company: _____ Asphalt Materials, Inc.



Bid for cy2021

Prices are effective for CCMG 2020-2 Projects

Quote #: IN-10848
 Quote Date: 11/9/2020
 Sales Rep: Tom Martin
 Status: Open

PIKE CTY HWY DEPT INDIANA
 552 N SR61
 PETERSBURG, IN 47567

Customer PO #: NONE
 Contract #: BID FOR 2021
 Job Location: THROUGHOUT PIKE COUNTY

1/1/2021 - 12/31/2021

Product	Quantity UoM	Pickup Price	< 1000 Gal Pickup Premium	Delivered Price	Plant
AE-90	100,000.00 Gal	\$1.90	\$0.00	PIKE COUNTY: \$2.00	Lawrenceville
AE-P	10,000.00 Gal	\$2.90	\$0.00	PIKE COUNTY: \$3.00	Lawrenceville
AE-PL	10,000.00 Gal	\$1.90	\$0.00	PIKE COUNTY: \$2.00	Lawrenceville
APME	10,000.00 Gal	\$1.90	\$0.00	PIKE COUNTY: \$2.00	Lawrenceville
SS-1H	1.00 Gal	\$1.90	\$0.00	PIKE COUNTY: \$2.00	Lawrenceville

Service	Price
Drop Trailer Charge	\$40.00 / Each
Miscellaneous (TRUCK PUMP CHARGE, PER LOAD)	\$50.00 / Each
Pug Mill Rental	\$0.15 / Gallon
Transportation Charge (DEMURRAGE, ETC. - IF REQUIRED)	\$85.00 / Hour

Additional Terms and Conditions

Payment Terms: Net 30
 Minimum Freight: 22.00 Tons
 Return Freight: Half Outbound Freight
 Demurrage: \$85.00 / Hour after 1.50 Hours Free
 Remarks: TERMS AND CONDITIONS APPLY AND ARE ATTACHED.

The above terms are acceptable

Asphalt Materials Inc.

Thomas C. Martin

Title: _____
 Date: _____

By placing orders from this quote, The Customer agrees to the quantities, prices and other ancillary items on the quote and also agrees to our standard Sales Terms and Conditions posted at asphalt-materials.com/terms

TERMS AND CONDITIONS OF SALE

Asphalt Materials, Inc., an Indiana corporation, together with its affiliates and subsidiaries (which include without limitation Emulsicoat, Inc., Bituminous Materials and Supply, L.P., Heritage Asphalt Technologies, LLC, Heritage Asphalt, LLC, Laketon Refining, Inc., Asphalt Refining Co.) are referred to herein as "AMI Group". The terms and conditions set forth in this document ("Terms and Conditions") are intended to establish standard terms and conditions for all sales of AMI Group's products ("Products") to customers (each a "Customer"). In the event that these Terms and Conditions are associated with an offer, the offer, including these Terms and Conditions of Sale, may only be accepted on the exact terms set forth in the offer, and any different or additional terms in Customer's acceptance of the offer are hereby objected to. References herein to this "Agreement" shall include these Terms and Conditions and any applicable sales agreement or purchase orders (each, a "Sales Agreement") to which AMI Group and Customer are parties or have agreed to be bound. In the event of a conflict between the terms of any Sales Agreement and these terms and conditions, the provisions of the Sales Agreement shall control.

1. PRICE; TAXES — Unless otherwise specifically agreed to by AMI Group and Customer in writing, AMI Group's pricing as reflected in the executed Sales Agreement shall apply. Price quotes are subject to credit approval or other arrangements satisfactory to AMI Group to establish Customer creditworthiness. Any tax, excise or governmental charge imposed upon the value added to or the production, sale, storage, use or transportation of any Products sold hereunder, or imposed upon crude oil or any other raw materials from which such Products are made (collectively, "Impositions"), which AMI Group may be required to pay, shall be paid by Customer to AMI Group if not included in the purchase price. Customer shall provide AMI Group, on request, with properly completed exemption certificates for any tax from which Customer claims exemption. Customer hereby agrees to indemnify, defend, and hold AMI Group harmless from and against any claims, liabilities, losses, costs, damages and expenses (including, without limitation, attorney's fees and expenses) arising out of or related to any Impositions.

2. PAYMENT TERMS — Subject to ongoing credit approval by AMI Group, and unless otherwise specified on AMI Group's invoice or otherwise agreed to by Customer and AMI Group in writing, terms of payment shall be net 30 days from date of invoice. AMI Group reserves the right to withhold shipment for Customer's: (a) late payment; (b) non-payment; or (c) failure to provide reasonable assurance of payment upon AMI Group's request. Any payment that is not received by the date required herein shall accrue interest at a rate of eighteen per cent (18%) per annum of the outstanding balance or the maximum rate allowed by applicable law, whichever is less, from the date such payment is due until the full invoiced amount and accrued interest is fully paid. In addition, Customer shall be responsible for AMI Group's costs of collection of any past due amounts, including reasonable attorney fees. In the event Customer shall fail to make timely payment of any monies due and owing to AMI Group, AMI Group may set off, withhold or recoup any payments due under this or any other agreement between the parties.

3. DELIVERY; TITLE; RISK OF LOSS — Unless specifically agreed to otherwise in writing: (a) title to the Products and risk of loss shall pass to Customer at the earlier of delivery of the Products FOB the point of sale of the Products or FOB the delivery destination of the Products, as applicable; (b) Customer assumes all responsibility for risk of loss or damage to the Products from such point of delivery; (c) delivery dates are approximate.

4. RETURNS FROM CUSTOMER — Upon delivery of the Products to Customer, Customer shall have the right to inspect the Products and, not later than 24 hours following delivery, to provide AMI Group with written notice of any Products Customer believes to fail to conform with the express warranties and requirements set forth herein. If upon investigation AMI Group determines, in its reasonable judgment, that such Products fail to conform with such warranties or requirements (any such Products referred to herein as "Nonconforming Products"), then Customer shall be entitled, as its sole and exclusive remedy, to the refund or replacement specified in

Section 7 below. If Customer fails to provide written notice of its objection to any Products within the timeframe specified above, then Customer shall be deemed to have accepted all Products in the condition delivered. In the event that Customer attempts to reject or return any Products not found to be Nonconforming Products, then Customer shall not be entitled to any refund or replacement of such Products.

5. PAYMENT BONDS — In the event that any payment bond has been or will be issued in connection with the project for which Customer or any affiliate, subcontractor, or general contractor intends to use any Products, Customer shall promptly provide or cause to be provided to AMI Group a copy of such bond when issued, together with instructions for making a claim against such bond in the event Customer breaches any payment obligations to AMI Group, whether hereunder or under a related agreement.

6. LIMITED WARRANTY — AMI GROUP WARRANTS THAT AT TIME OF SHIPMENT: (a) PRODUCTS SOLD HEREUNDER SHALL CONFORM TO THE MINIMUM STANDARDS FOR SUCH PRODUCTS SET FORTH IN REGULATIONS PROMULGATED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE IN WHICH THE PRODUCTS WILL BE DEPLOYED, IF ANY; (b) AMI GROUP HAS GOOD TITLE TO THE PRODUCTS; AND (c) THE PRODUCTS ARE FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES CREATED BY AMI GROUP. AMI GROUP MAKES NO WARRANTY OF ANY RESULTS CUSTOMER MIGHT OBTAIN IN ANY PARTICULAR APPLICATION. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, AMI GROUP MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE.

7. LIMITATION OF REMEDIES — CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY SHALL BE LIMITED TO REPLACEMENT OF DEFECTIVE OR NONCONFORMING PRODUCTS BY AMI GROUP WITHOUT ADDITIONAL CHARGE, OR IN LIEU THEREOF, AT AMI GROUP'S OPTION, AMI GROUP MAY REFUND THE PURCHASE PRICE UPON RETURN OF THE DEFECTIVE OR NONCONFORMING PRODUCTS AT AMI GROUP'S EXPENSE.

8. LIMITATION OF LIABILITY — NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN OR IN ANY SALES AGREEMENT OR OTHER DOCUMENT TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, AMI GROUP'S TOTAL LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES (COLLECTIVELY A "CLAIM") ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THIS AGREEMENT AND/OR THE SALE, PURCHASE AND USE OF PRODUCTS HEREUNDER, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH SUCH CLAIM AROSE. CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY IS REASONABLE AND THAT THE PRICE OF AMI GROUP'S PRODUCTS HAS BEEN DETERMINED BASED UPON THE FOREGOING LIMITATION OF LIABILITY.

9. COMMENCEMENT OF ACTION — ANY CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ARISING OUT OF SALE OF THE PRODUCTS WHICH CUSTOMER MAY HAVE AGAINST AMI GROUP MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

10. WAIVER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES — NOTWITHSTANDING ANY OTHER PROVISION, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL AMI GROUP BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING

OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION THE SALE OR USE OF PRODUCTS), WHETHER THE ACTION IN WHICH RECOVERY OF ANY SUCH DAMAGES IS SOUGHT IS BASED UPON CONTRACT, TORT, STATUTE OR OTHERWISE, EVEN IF AMI GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. SAFETY, HEALTH AND INDEMNITY – Customer acknowledges that AMI Group has furnished product literature or information such as Safety Data Sheets (SDS) or Material Safety Data Sheets, that include warnings and safety and health information related to the goods furnished hereunder. Customer shall: (a) familiarize itself with such information; (b) adopt and follow safe handling, storage, transportation, use, treatment and disposal practices with respect to the goods furnished hereunder, including, without limitation, special care and practices as Customer's use of the goods requires including, without limitation, all such practices required by applicable federal, state, and local laws and regulations; (c) instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use transportation and disposal of the goods furnished hereunder (including, without limitation, information contained in AMI Group's most recent SDS or MSDS); and (d) comply with applicable safety and environmental laws and take action necessary to avoid spills or other dangers to persons, property or the environment. AMI Group may suspend shipment of Products and/or cancel this Agreement on five (5) days' notice if Customer fails to comply with any of its obligations under this paragraph. Customer shall indemnify, defend and hold AMI Group harmless against any and all third party causes of action, claims, liabilities, losses, costs, damages and expenses (including, without limitation, attorney's fees and expenses) to the extent arising out of or related to (a) Customer's failure to comply with any of its commitments under this paragraph, (b) the negligence or willful misconduct of Customer or Customer's agents or employees, and (c) any breach of Customer's obligations under these Terms and Conditions or any related sale agreement or purchase order.

12. FORCE MAJEURE – AMI Group shall be relieved from liability hereunder for failure to perform any or all of its obligations for the time and to the extent of such failure to perform where AMI Group's failure is occasioned by any cause or causes of any kind or character beyond the reasonable control of AMI Group (any such cause herein referred to as "Force Majeure"), including, without limitation: acts of god; accidents; fire; explosion; flood or hurricanes; strikes, lockouts or other industrial disturbances; riots or civil commotion; war whether declared or undeclared; compliance with any law, rule or regulation; shortage or breakdown or other failure of facilities used for manufacture or transportation; shortage of labor; inability to secure, in AMI Group's sole discretion, all at reasonable prices, transportation, power, fuel, materials or supplies; or total or partial shutdown due to AMI Group's normal plant turnaround or as required by AMI Group's operations. If AMI Group is rendered unable by Force Majeure to carry out its obligations hereunder, AMI Group shall give notice to Customer, and upon the giving of such notice the obligations of AMI Group, insofar as they are affected by such Force Majeure shall be suspended during the continuance of the Force Majeure event. Upon the cessation of the cause or causes for any such failure or delay, performance shall be resumed but such delay shall not, except by mutual agreement, operate to extend the term of this Agreement or obligate AMI Group to make up deliveries missed. Regardless of the occurrence or non-occurrence of any of the causes set forth above, if for reasons beyond AMI Group's control, supplies of any Products deliverable hereunder, or of crude petroleum or other feedstock from which such Products are derived, from any of AMI Group's existing sources are curtailed or cut off or are inadequate to meet AMI Group's own requirements and its obligations to its customers, AMI Group's obligation hereunder during such period of curtailment, cessation or inadequacy shall at its option be reduced to the extent necessary in AMI Group's sole judgment to allocate among AMI Group's own requirements and its customers (whether under contract or not), such Products as received and as may be available in the ordinary and usual course of AMI Group's business from any such existing sources of supply at the location(s) from which deliveries hereunder are normally shipped. AMI Group shall not be obligated to purchase or otherwise obtain other supplies of such Products,

crude petroleum or other feedstock from which such Products are derived to make up inadequate supplies or to replace the supplies so curtailed or cut off. AMI Group shall not be obligated to make up deliveries omitted or curtailed hereunder, and any such deficiencies in deliveries shall be canceled from the contract with no liability to either party therefor.

13. COMPLIANCE WITH LAWS AND REGULATIONS — Customer agrees to comply with all laws, rules and regulations in any way relating to Customer's purchase, ownership, transportation, receipt, handling, storage, processing, alteration, use, disposal or resale of the Products, alone or in combination with other substances or processes and shall indemnify, defend and hold AMI Group harmless against all losses, claims, causes of action, penalties and liabilities arising out of Customer's failure to comply with the foregoing.

14. US SANCTIONS AND EMBARGOES – Customer shall ensure that no volumes of the Products will reach any countries, entities or individuals which are under sanctions and/or import or export restrictions of the United States or the country from which AMI Group ships the Products.

15. MISCELLANEOUS — This Agreement shall not be assigned in whole or in part by either party without the written consent of the other party, except that AMI Group may, upon written notice to Customer, assign its obligations hereunder to any affiliate of AMI Group or any purchaser of all or substantially all of the assets or business of Asphalt Materials, Inc. No waiver by either party of any breach of any of the terms and conditions hereunder contained shall be construed as a waiver of any succeeding breach of the same or any other term and condition. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana, without regard to its conflicts of law principles. The parties hereto irrevocably agree that any action arising with respect to this Agreement shall be brought and maintained only in a state or federal court located in Marion County, Indiana. AMI Group and Customer explicitly exclude the application of the United Nations Convention on the International Sale of Goods (1980). If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

LR10688.0642402 4835-2121-1542v3

Additional Bid Information:

The County Highway Supervisor may request that the transports deliver the product directly to the jobsite to be pulled directly into the distributor at no additional cost to the County.

Pugmill is to be charged at \$0.15 per gallon, including operator, mob and demob, permits, etc. County will furnish labor and equipment to load and unload pugmill, mob and demob support, and fuel. Pugmill will be fully fueled on arrival, customer to refuel upon completion.

Trailers may also be dropped and used for storage by the county. Trailers at a county/job site will be allowed two days before incurring a rental/storage use fee. After two days it will be \$40.00 per day, which will be stopped when the customer has notified the carrier that the trailer is no longer being used and is ready to be picked up and returned to its point of origin. Trailer move fees will still be applied, as has been the case in the past. All delivered loads shall be of at least 24 tons, approx. 5,700 gal). Demurrage may be charged at a rate of \$85.00 per hour after 1.5 hrs unloading time at the jobsite, or otherwise as billed to AMI by the shipper.

Vendor will furnish laboratory for testing of materials as requested by the Board of Commissioners or the Highway Department.

All asphalt will be weighed and converted to gallons at 60 degrees Fahrenheit.

Vendor shall have the right to increase the contract unit price in an amount equal to the Vendor's increase in cost of materials and supplies occurring subsequent to the date on which such bid is submitted (here-in-after referred to as the "base date") to the Board having authority to award contracts. Any increase (or decrease) in the Vendor's cost of materials and supplies after the base date shall be determined monthly and shall be verified by proper documents furnished to the responsible awarding Board which shall include proof of price to the Vendor from the Vendor's source of supply.

Vendor's may reserve the right to allocate its product to its customers in a fair and equitable manner, if necessary, due to the reduction of the allocation from the source of the supply to the Vendor in accordance with any directives for mandatory allocation issued by an appropriate agency of the Federal Government.

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

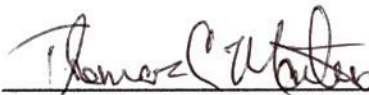
(Defined at I.C. 36-1-2-9.5)
 (Please type or print)
 CCMG 2020-1

Date: _____ FEB 4, 2021

1. Governmental Unit:	PIKE COUNTY BOARD OF COMMISSIONERS
2. County:	PIKE
3. Bidder (Firm):	ASPHALT MATERIALS, INC.
Address:	9591 EAST MALLARD DR
City/State:	ROCKVILLE, IN 47872
4. Telephone Number:	765-344-1229 / 765-490-2901 (CELL)
5. Agent of Bidder (if applicable)	THOMAS MARTIN, P.E.

Pursuant to notices given, the undersigned offers bid(s) to PIKE COUNTY BOARD OF COMMISSIONERS in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.


 Signature of Bidder or Agent

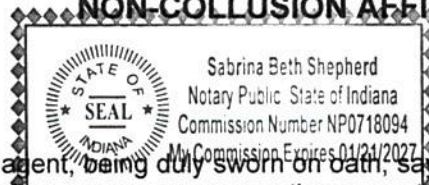
BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
LIQ. ASPHALT	TRANSPORT LOADS	GALLONS	ASPHALT EMULSION	\$/GALLON	ATTACHED

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Parke) SS:
 COUNTY)



The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the ~~bidder or agent~~ corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

ASPHALT MATERIALS, INC.

Bidder (Firm)

Thomas C. Shepherd

Signature of Bidder or Agent

Subscribed and sworn to before me this 5th

day of February, 18 2021

My commission Expires: 01/21/2027

Sabrina Beth Shepherd

Notary Public

County of Residence: Parke

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

BID OF

ASPHALT MATERIALS, INC. ATTN: TOM MARTIN

(Contractor)

9591 EAST MALLARD DR

(Address)

ROCKVILLE, IN 47872

FOR SALE OR
LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)

FILED _____, 19

THIS BID ACCEPTED FOR THE
FOLLOWING CLASSES OR ITEMS

This _____ day of _____, 19

—

—

P.O. No.

—

Date

IF NO PART OF BID IS ACCEPTED, WRITE
THE WORD "REJECTED" ACROSS FACE

County of Pike- Request for Bids

Project: -CR 125 W pavement resurfacing with 2 inch overlay from the following intersections.
Washington Township

Section 1: From CR 50 W to I-69 Dead End

Length: 4,639 feet

Width: 18 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$57.00	\$0.00
HMA #11 Surface	1021	TON	\$59.00	\$60,239.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	557	Gallon	N/B	
Total Cost				\$60,239.00

GRAND Total Material Cost	\$60,239.00
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Bid Completed By:

Craig J. Knie

Date:

2/26/21

Company:

CAVE QUARRIES, INC.

County of Pike- Request for Bids

Project: - CR 850 W Pavement resurfacing with 2 inch overlay from the following intersections.
Clay Township

Section 1: From SR 65 to Rock

Length: 2,040 feet

Width: 17 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	100	TON	\$57.00	\$5,700.00
HMA #11 Surface	424	TON	\$59.00	\$25,016.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	231	Gallon	N/B	
Total Cost				\$30,716.00

GRAND Total Material Cost	\$30,716.00
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Bid Completed By:

Craig J. Knies

Date:

2/26/21

Company:

CAVE QUARRIES, INC.

County of Pike- Request for Bids

Project: -CR 375 W Pavement resurfacing with 2 inch overlay from the following intersections.
Logan Township

Section 1: From CR 200 S to Winslow Patoka Rd. (CR 125 S)

Length: 3,706 feet

Width: 20 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	600	TON	\$57.00	\$34,200.00
HMA #11 Surface	906	TON	\$59.00	\$53,454.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	494	Gallon	N/B	
Total Cost				\$87,654.00

GRAND Total Material Cost	\$87,654.00
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Bid Completed By:

Craig J. Knies

Date:

2/26/21

Company:

CAVE QUARRIES, INC.

County of Pike- Request for Bids

Project: -CR 325 W Pavement resurfacing with 2 inch overlay from the following intersections.
Madison Township

Section 1: From CR 200 N to Rock

Length: 1,388 feet

Width: 16 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$57.00	\$0.00
HMA #11 Surface	271	TON	\$59.00	\$15,989.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	148	Gallon	N/B	
Total Cost				\$15,989.00

GRAND Total Material Cost	\$15,989.00
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Bid Completed By:

Craig J. Knies

Date:

2/26/21

Company:

CAVE QUARRIES, INC.

County of Pike- Request for Bids

Project: - CR 75 S Pavement resurfacing with 2 inch overlay from the following intersections.
Logan Township

Section 1: CR 75 S (west side) From CR 325 W to Rock

Length: 2,284 feet
Width: 16 feet
Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$57.00	\$0.00
HMA #11 Surface	447	TON	\$59.00	\$26,373.00
HMA # 5 Base	150	TON	\$54.00	\$8,100.00
AE-90 Tack Oil	244	Gallon	N/B	
Total Cost				\$34,473.00

Section 2: CR 75 S (east side) From CR 325 W to Rock

Length: 1,048 feet
Width: 13 feet
Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$57.00	\$0.00
HMA #11 Surface	206	TON	\$59.00	\$12,154.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	122	Gallon	N/B	
Total Cost				\$12,154.00

GRAND Total Material Cost	\$46,627.00
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Bid Completed By:

Craig J. Knies

Date:

2/26/21

Company:

CAVE QUARRIES, INC.

County of Pike- Request for Bids

Project: -CR 300 W Pavement resurfacing with 2 inch overlay from the following intersections.
Logan Township

Section 1: From CR 200 S to Asphalt

Length: 1,678 feet

Width: 16 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$57.00	\$0.00
HMA #11 Surface	328	TON	\$59.00	\$19,352.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	179	Gallon	N/B	
Total Cost				\$19,352.00

GRAND Total Material Cost	\$19,352.00
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Bid Completed By:

Craig J. Kain

Date:

2/26/21

Company:

CAVE QUARRIES, INC.

County of Pike- Request for Bids

Project: -CR 610 N Conversion with 2 inch overlay from the following intersections.
Washington Township

Section 1: From SR 57 to Dead End

Length: 615 feet

Width: 12 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
#53 Rock	180	TON	\$13.20	\$2,376.00
HMA, # 9 Binder/Wedging	0	TON	\$57.00	\$0.00
HMA #11 Surface	110	TON	\$59.00	\$6,490.00
HMA # 5 Base	110	TON	\$54.00	\$5,940.00
AE-90 Tack Oil	179	Gallon	N/B	
Total Cost				\$14,806.00

GRAND Total Material Cost	\$14,806.00
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Bid Completed By:

Craig J. Knies

Date:

2/26/21

Company:

CAVE QUARRIES, INC.