

PIKE COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING  
JUNE 7, 2021 @ 8:30 AM

Mark Flint  
Jeff Nelson  
Ryan Coleman

**REGARDING CALL MEETING TO ORDER**

The meeting was called to order by President of the Board of Commissioners, Mark Flint. All Commissioners were present. Also present were Pike County Attorney Val Fleig, Auditor Judy Gumbel, Commissioner's Assistant Kristi Dischinger, Pike County Highway Superintendent Josh Byrd, EMS Director Chris Young, EMA/911 Director Ryan Benner, Sheriff Kent Johnson, Pike County Librarian Stephanie Rawlins, Pike County SWCD Office Manager Kyla Estey, Pike County Coroner Ray Brooks, Pike County Treasurer Susan Brittain, Kevin Meyer with RQAW, Landon Begle, and Press Dispatch Editor Andy Heuring.

**REGARDING APPROVAL OF MINUTES FOR MAY 17, 2021**

President Flint called for a motion in regard to minutes. Commissioner Ryan Coleman seconded by Commissioner Jeff Nelson motioned to approve the minutes. Motion passed 3 – 0.

**REGARDING APPROVAL OF CLAIMS FOR JUNE 7, 2021**

President Flint asked if there were any questions regarding the claims. If not, he called for a motion to approve the claims. Commissioner Nelson seconded by Commissioner Coleman moved to approve the claims. Motion passed 3 – 0.

**REGARDING OLD BUSINESS**

**Open Bids for CC 2021-1**

Bids were received from JH Rudolph, Cave Quarries and Asphalt Materials in regard to the Bid Advertisement seeking Hot mix and # 53 rock for road resurfacing and road conversion projects awarded by the 2021 Community Crossings Call for Projects – call 1. County Attorney Val Fleig opened and read the bids. The bids received are attached to these minutes.

President Flint stated that the bids would be held for later action.

**REGARDING NEW BUSINESS**

**Treasurer's Request for Credit Card**

Pike County Treasurer Susan Brittain requested that the Commissioners allow her to obtain a credit card for the use of the Treasurer's Office. She stated that she would prefer not to have to use her personal credit card when traveling for the County.

Commissioner Coleman seconded by Commissioner Nelson motioned to allow the Treasurer to apply for a credit card for the Treasurer's Office. Motion passed 3 – 0.

### **Soil & Water Conservation District - Budget**

The Pike County SWCD District Administrator presented her 2022 budget request to the Commissioners. She stated that the budget was substantially less than the budget requested for 2021. She stated that she was able to secure a grant that would pay a portion of the technician's salary. This is a position that is shared with Gibson County. The County request is for 25% of her salary. Second item on the budget is office supplies at \$5,000. Thirdly an SWCD initiative is control of Invasive Species. Due to COVID-19 etc. little has been done in this area. The proposal this year is for \$2,000 to purchase a Commercial Steel weed eater equipped with a sprayer. The intent is to rent this to those who need it. She reported that they are going to target hunters in 2022. She shared that the office has a new district conservationist.

Commissioner Flint asked if either of the other Commissioners had any questions. There were none.

### **OCRA Grant Agreement**

Commissioner's Assistant Kristi Dischinger explained that the document was the completed grant request previously presented to the Commissioners which was funded for \$250,000.00. The request is for final approval of the grant.

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

### **Highway Additional**

Commissioner Flint read the appropriation request in the amount of \$5,494 from Fund 1176 MVH in the Machinery and Equipment account.

Commissioner Flint called for a motion to approve. Commissioner Coleman seconded by Commissioner Nelson motioned to approve the request for the Additional Appropriation. Motion passed 3 -0.

### **Highway Transfer**

This request involved the transfer of funds from the Mechanic account in Fund 1176 to the Equipment Operator Account in Fund 1173, a sub fund of 1176. Transfer is necessary due to a payroll reclassification.

Commissioner Flint called for a motion. Commissioner Nelson seconded by Commissioner Coleman moved to approve the Highway Transfer. Motion carried 3 – 0.

### **EMS Employee Status**

EMS Director Chris Young stated that Advanced EMT Tim Kerzan resigned effective June 2<sup>nd</sup>. He requested permission to hire part-time medic Ashley Wilson as a full-time medic effective June 7<sup>th</sup>. She is a basic EMT.

Commissioner Flint asked for a motion regarding the acceptance of Mr. Kerzan's resignation and the request to hire Ms. Wilson as a full-time medic. Commissioner Nelson seconded by Commissioner Coleman motioned to accept the EMS Director's recommendation. Motion

passed 3 -0.

### Cell Phone Policy

Ms. Dischinger explained that the new Pike County Coroner, requested assistance with his cell phone bill. His desire is to continue using his personal phone. Ms. Dischinger explained that there has been a line item in the budget for several years for a phone stipend but it has not been approved to be added to the Commissioners Cell Phone policy.

Commissioner Flint asked for a motion concerning the request. Commissioner Nelson seconded by Commissioner Coleman motioned to add the Coroner to the policy and to allow a stipend be paid to the Coroner. Motion passed 3 -0.

### **REGARDING BUSINESS BY COMMISSIONERS**

#### Commissioners' Transfer

Commissioner's Assistant, Ms. Dischinger explained that the advertisement for the Commissioners Tax Sale had been pretty expensive, and she needed to transfer funds within her budget to meet the legal advertising expenses.

Commissioner Coleman seconded by Commissioner Nelson motioned to allow the transfer. Motion passed 3 – 0.

#### Courthouse Status-COVID

Pike County Health Nurse Amy Gladish stated that Pike currently has six (6) active cases for a total of 1,371 cases. Our current positivity rate is 2.6. Five thousand three hundred twenty-six citizens have taken the 1<sup>st</sup> dose of the vaccine and 5,217 are fully vaccinated. Commissioner Flint asked if youth were taking the vaccine. Ms. Gladish stated that it was slow, but hopefully more would take it with summer sports starting up.

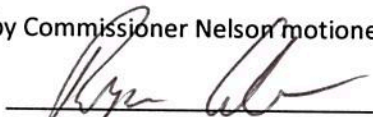
Commissioner Flint asked if any others had a COVID report. There were none.

### **REGARDING BUSINESS BY PUBLIC**

Commissioner Flint asked for business by the public. No business was mentioned. He then called for a motion to adjourn.

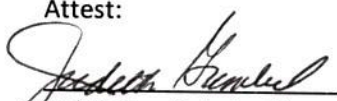
Commissioner Coleman seconded by Commissioner Nelson motioned to adjourn. Motion passed 3 – 0.

  
\_\_\_\_\_  
President, Mark Flint

  
\_\_\_\_\_  
Member, Ryan Coleman

  
\_\_\_\_\_  
Member, Jeff Nelson

Attest:

  
\_\_\_\_\_  
Judith Gumbel, Auditor

6/21/21  
Date





**Asphalt Materials, Inc.**

**CCMG 2021-1 BID**

Quote #: IN-13003  
Quote Date: 5/25/2021  
Sales Rep: Tom Martin  
Status: Open

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

Customer PO #: NONE  
Contract #: BID FOR CCMG 2021-1  
Job Location: PIKE COUNTY

5/26/2021 - 12/31/2021

Product	Quantity	UoM	Price Type	Pickup Price	< 1000 Gal Pickup Premium	Delivered Price	Plant
AE-90	5,000.00	Gal	Firm	\$1.90	\$0.00	PIKE COUNTY: \$2.00	Lawrenceville
<b>Service</b>							<b>Price</b>
Pump Fee if required							\$75.00 / Each
Dropped Trailer charge, per day after 2 day grace							\$40.00 / Each

**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.  
RETURN FREIGHT IS CHARGED AT 50% OF OUTBOUND FREIGHT WHEN REQUIRED.

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](http://asphalt-materials.com/terms)

**BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS**

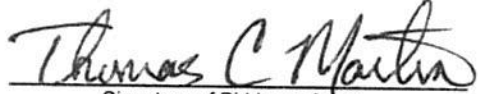
(Defined at I.C. 36-1-2-9.5)  
 (Please type or print)  
 CCMG 2020-1

Date: May 25, 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 )

) SS:  
Parke 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 firm, company, 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. Martin

Signature of Bidder or Agent

Subscribed and sworn to before me this

25<sup>th</sup>

day of

May

19

2021

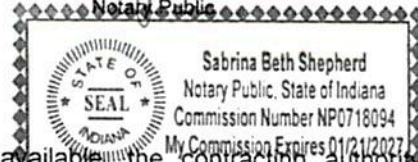
My commission Expires:

01/21/2027

County of Residence:

Parke

Notary Public

**ACCEPTANCE**

There now being sufficient unobligated appropriated funds available, the contracting authority of \_\_\_\_\_ (Governmental Unit) hereby accepts the terms of the attached bid for \_\_\_\_\_ 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:

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## TERMS AND CONDITIONS OF SALE

Asphalt Materials, Inc., an Indiana corporation, together with its affiliates and subsidiaries (which include without limitation Emuliscoat, 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



**Pike County- Request for Bids**

**Project: - Illinois Street- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township**

Section 1: From SR 56 to Meridian Rd

Length: 1,489 feet

Width: 22 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON		
HMA #11 Surface	400	TON		
HMA # 5 Base	0	TON		
AE-90 Tack Oil	218	Gallon	\$2.00	\$436.00
#53 Rock	0	Ton		
Total Cost				

Delivered to Pike County

Section 1: From Meridian to 5th Street

Length: 195 feet

Width: 22 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON		
HMA #11 Surface	52	TON		
HMA # 5 Base	0	TON		
AE-90 Tack Oil	29	Gallon	\$2.00	\$58.00
#53 Rock	0	Ton		
Total Cost				

Delivered to Pike County

Section 1: From 5th Street to 1st Street

Length: 971 feet

Width: 22 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON		
HMA #11 Surface	261	TON		
HMA # 5 Base	0	TON		
AE-90 Tack Oil	142	Gallon	\$2.00	\$284.00
#53 Rock	0	Ton		
Total Cost				

Delivered to Pike County

Section 1: From 1st Street to Locust Street

Length: 1,218 feet

Width: 22 feet

Resurfacing Thickness: 2.0 inches

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

Delivered to Pike County

Section 1: From Locust Street to Bridge 280

Length: 500 feet

Width: 22 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON		
HMA #11 Surface	134	TON		
HMA # 5 Base	0	TON		
AE-90 Tack Oil	73	Gallon	\$2.00	\$146.00
#53 Rock	0	Ton		
Total Cost				

Delivered to Pike County

Section 1: From Bridge 280 to City Limits

Length: 240 feet

Width: 22 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON		
HMA #11 Surface	65	TON		
HMA # 5 Base	0	TON		
AE-90 Tack Oil	35	Gallon	\$2.00	\$70.00
#53 Rock	0	Ton		
Total Cost				

Delivered to Pike County

**GRAND Total Material Cost**

Bid Completed By: Tom Martin

Date: 5/25/21

Company: Asphalt Materials, Inc.

**Pike County- Request for Bids**

**Project: - E. Divison Road- Pavement resurfacing with 2 inch overlay from the following intersections.  
Marion Township**

Section 1: From SR 257 to CR 1075 E

Length: 3,951 feet

Width: 18 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON		
HMA #11 Surface	869	TON		
HMA # 5 Base	869	TON		
AE-90 Tack Oil	474	Gallon	\$1.90	\$900.60
#53 Rock	1739	Ton		
Total Cost				

FOB Lawrenceville, IL

Section 1: From CR 1075 E to CR 1075 E

Length: 632 feet

Width: 18 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON		
HMA #11 Surface	139	TON		
HMA # 5 Base	140	TON		
AE-90 Tack Oil	76	Gallon	\$2.00	\$152.00
#53 Rock	278	Ton		
Total Cost				

FOB Lawrenceville, IL

Section 1: From CR 1075 E to County Line

Length: 733 feet

Width: 18 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON		
HMA #11 Surface	170	TON		
HMA # 5 Base	170	TON		
AE-90 Tack Oil	93	Gallon	\$2.00	\$186.00
#53 Rock	340	Ton		
Total Cost				

Delivered Price

<b>GRAND Total Material Cost</b>	
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Bid Completed By: Tom Martin

Date: 5/25/21

Company: Asphalt Materials, Inc.



# Pike County- Request for Bids

Project: - CR 550 N- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township

Section 1: From SR 57 to Lake Minnis Drive

Length: 558 feet

Width: 18 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON		
HMA #11 Surface	123	TON		
HMA # 5 Base	0	TON		
AE-90 Tack Oil	64	Gallon	\$2.00	\$128.00
#53 Rock	0	Ton		
Total Cost				

FOB Lawrenceville, IL

Section 1: From Lake Minnis Drive to CR 200 E

Length: 3,866 feet

Width: 18 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	50	TON		
HMA #11 Surface	851	TON		
HMA # 5 Base	0	TON		
AE-90 Tack Oil	466	Gallon	\$2.00	\$932.00
#53 Rock	0	Ton		
Total Cost				

FOB Lawrenceville, IL

Section 1:

Length: feet

Width: feet

Resurfacing Thickness: 2.0 inches

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

**GRAND Total Material Cost**

Bid Completed By: Tom Martin

Date: 5/25/21

Company: Asphalt Materials, Inc.

Pike County- Request for Bids

Project: - Rolling Acres Court- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township

Section 1: From Rolling Acres Drive to Dead End

Length: 326 feet

Width: 10 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON		
HMA #11 Surface	40	TON		
HMA # 5 Base	0	TON		
AE-90 Tack Oil	22	Gallon	\$2.00	\$44.00
#53 Rock	0	Ton		
Total Cost				

FOB Lawrenceville, IL

Section 1:

<b>GRAND Total Material Cost</b>	
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Bid Completed By: Tom Martin

Date: 5/25/21

Company: Asphalt Materials, Inc.



**Pike County- Request for Bids**

**Project: - Rolling Acres Dr- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township**

Section 1: From SR 57 to Rolling Acres Court.

Length: 852 feet

Width: 17 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON		
HMA #11 Surface	171	TON		
HMA # 5 Base	0	TON		
AE-90 Tack Oil	93	Gallon	\$2.00	\$186.00
#53 Rock	0	Ton		
Total Cost				

FOB Lawrenceville, IL

Section 1: From Rolling Acres Court to SR 57

Length: 988 feet

Width: 12 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON		
HMA #11 Surface	145	TON		
HMA # 5 Base	0	TON		
AE-90 Tack Oil	79	Gallon	\$2.00	\$158.00
#53 Rock	0	Ton		
Total Cost				

FOB Lawrenceville, IL

Section 1:

Length: feet

Width: feet

Resurfacing Thickness: 2.0 inches

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

FOB Lawrenceville, IL

<b>GRAND Total Material Cost</b>	
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Bid Completed By: Tom Martin

Date: 5/25/21

Company: Asphalt Materials, Inc.

**Pike County- Request for Bids**

**Project: Lake Minnis Drive- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township**

Section 1: From SR 57 to CR 550 N

Length: 3,406 feet

Width: 18 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON		
HMA #11 Surface	749	TON		
HMA # 5 Base	0	TON		
AE-90 Tack Oil	409	Gallon	\$2.00	\$818.00
#53 Rock	0	Ton		
Total Cost				

FOB Lawrenceville, IL

<b>GRAND Total Material Cost</b>	
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Bid Completed By: **Tom Martin**

Date: **5/25/21**

Company: **Asphalt Materials, Inc.**



**PIKE COUNTY HIGHWAY DEPARTMENT  
552 N STATE ROAD 61  
PETERSBURG, IN 47567**

May 17, 2021

**Request for Bids**

The Board of Commissioners of Pike County Indiana are hereby requesting bids for the following material. Hot mix including #11 Surface, #9 Binder and #5 Base will be picked up at the asphalt plant. AE-90 and #53 rock will need to be delivered to the Pike County Highway Department. Please bid accordingly.

The material will be used for road resurfacing and road conversion projects awarded by the 2021 Community Crossings Call for Projects-call 1.

Bid packets can be requested from the Pike County Highway Department by contacting Melanie Britton at 812-354-9743 or via email at [mbritton@pikecounty.in.gov](mailto:mbritton@pikecounty.in.gov).

Bids will be opened by the Commissioners at their scheduled meeting being held on June 7, 2021 at 8:30 AM in the courthouse basement.

Bids should be mailed or delivered to:

**Board of Commissioners  
Pike County Courthouse  
801 E. Main Street  
Petersburg, Indiana 47567**

Bids must be received by June 7, 2021 at 8:30 AM.

**Pike County- Request for Bids**

**Project: - Illinois Street- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township**

Section 1: From SR 56 to Meridian Rd

Length: 1,489 feet  
Width: 22 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	400	TON	\$59.00	\$23,600.00
HMA # 5 Base	0	TON	\$55.00	\$0.00
AE-90 Tack Oil	218	Gallon	NB	
#53 Rock	0	Ton		\$0.00
<b>Total Cost</b>				<b>\$23,600.00</b>

Section 1: From Meridian to 5th Street

Length: 195 feet  
Width: 22 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	52	TON	\$59.00	\$3,068.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	29	Gallon	NB	
#53 Rock	0	Ton		\$0.00
<b>Total Cost</b>				<b>\$3,068.00</b>

Section 1: From 5th Street to 1st Street

Length: 971 feet  
Width: 22 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	261	TON	\$59.00	\$15,399.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	142	Gallon	NB	
#53 Rock	0	Ton		\$0.00
<b>Total Cost</b>				<b>\$15,399.00</b>

Section 1: From 1st Street to Locust Street

Length: 1,218 feet  
Width: 22 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	NB	
#53 Rock	0	Ton		\$0.00
<b>Total Cost</b>				<b>\$19,352.00</b>

Section 1: From Locust Street to Bridge 280

Length: 500 feet  
Width: 22 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	134	TON	\$59.00	\$7,906.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	73	Gallon	NB	
#53 Rock	0	Ton		\$0.00
<b>Total Cost</b>				<b>\$7,906.00</b>

Section 1: From Bridge 280 to City Limits

Length: 240 feet  
Width: 22 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	65	TON	\$59.00	\$3,835.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	35	Gallon	NB	
#53 Rock	0	Ton		\$0.00
<b>Total Cost</b>				<b>\$3,835.00</b>

<b>GRAND Total Material Cost</b>	<b>\$73,160.00</b>
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Bid Completed By:

*Craig J. Kales*  
**CAVE QUARRIES, INC.**

Date:

*6/4/21*

Pike County- Request for Bids

Project: Lake Minnis Drive- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township

Section 1: From SR 57 to CR 550 N

Length: 3,406 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	749	TON	\$59.00	\$44,191.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	409	Gallon	NB	
#53 Rock	0	Ton		\$0.00
Total Cost				\$44,191.00

GRAND Total Material Cost	\$44,191.00
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Bid Completed By: Craig J. Kaiss

Date: 6/4/21

Company: CAVE QUARRIES, INC.



# Pike County- Request for Bids

**Project: - Rolling Acres Dr- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township**

Section 1: From SR 57 to Rolling Acres Court.

Length: 852 feet

Width: 17 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	171	TON	\$59.00	\$10,089.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	93	Gallon	NB	
#53 Rock	0	Ton		\$0.00
Total Cost				\$10,089.00

Section 1: From Rolling Acres Court to SR 57

Length: 988 feet

Width: 12 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	145	TON	\$59.00	\$8,555.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	79	Gallon	NB	
#53 Rock	0	Ton		\$0.00
Total Cost				\$8,555.00

Section 1:

Length: feet

Width: 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		TON	\$59.00	\$0.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil		Gallon	NB	
#53 Rock	0	Ton		\$0.00
Total Cost				

<b>GRAND Total Material Cost</b>	<b>\$18,644.00</b>
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Bid Completed By: Gray J. Kries

Date: 6/4/21

Company: CAVE QUARRIES, INC.

Pike County- Request for Bids

Project: - Rolling Acres Court- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township

Section 1: From Rolling Acres Drive to Dead End

Length: 326 feet

Width: 10 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	40	TON	\$59.00	\$2,360.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	22	Gallon	NB	
#53 Rock	0	Ton		\$0.00
Total Cost				\$2,360.00

Section 1:

GRAND Total Material Cost	\$2,360.00
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Bid Completed By:

*Craig J. Knies*

Date:

*6/4/21*

Company:

*CAVE QUARRIES, INC.*

# Pike County- Request for Bids

**Project: - CR 550 N- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township**

Section 1: From SR 57 to Lake Minnis Drive

Length: 558 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	123	TON	\$59.00	\$7,257.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	64	Gallon	NB	
#53 Rock	0	Ton		\$0.00
<b>Total Cost</b>				<b>\$7,257.00</b>

Section 1: From Lake Minnis Drive to CR 200 E

Length: 3,866 feet

Width: 18 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	50	TON	\$57.00	\$2,850.00
HMA #11 Surface	851	TON	\$59.00	\$50,209.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil	466	Gallon	NB	
#53 Rock	0	Ton		\$0.00
<b>Total Cost</b>				<b>\$53,059.00</b>

Section 1:

Length: feet

Width: 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		TON	\$59.00	\$0.00
HMA # 5 Base	0	TON	\$54.00	\$0.00
AE-90 Tack Oil		Gallon	NB	
#53 Rock	0	Ton		\$0.00
<b>Total Cost</b>				<b>\$0.00</b>

<b>GRAND Total Material Cost</b>	<b>\$60,316.00</b>
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Bid Completed By:

*Craig J. Kaies*  
*CAVE QUARRIES, INC.*

Date:

*6/4/21*



# Pike County- Request for Bids

**Project: - E. Divison Road- Pavement resurfacing with 2 inch overlay from the following intersections.  
Marion Township**

Section 1: From SR 257 to CR 1075 E

Length: 3,951 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	869	TON	\$59.00	\$51,271.00
HMA # 5 Base	869	TON	\$54.00	\$46,926.00
AE-90 Tack Oil	474	Gallon	NB	
#53 Rock	1739	Ton	\$13.20	\$22,954.80
<b>Total Cost</b>				<b>\$121,151.80</b>

Section 1: From CR 1075 E to CR 1075 E

Length: 632 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	139	TON	\$59.00	\$8,201.00
HMA # 5 Base	140	TON	\$54.00	\$7,560.00
AE-90 Tack Oil	76	Gallon	NB	
#53 Rock	278	Ton	\$13.20	\$3,669.60
<b>Total Cost</b>				<b>\$19,430.60</b>

Section 1: From CR 1075 E to County Line

Length: 733 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	170	TON	\$59.00	\$10,030.00
HMA # 5 Base	170	TON	\$54.00	\$9,180.00
AE-90 Tack Oil	93	Gallon	NB	
#53 Rock	340	Ton	\$13.20	\$4,488.00
<b>Total Cost</b>				<b>\$23,698.00</b>

<b>GRAND Total Material Cost</b>	<b>\$164,280.40</b>
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Bid Completed By: Craig J. Davis

Date: 6/4/21

Company: CAVE QUARRIES, INC.

**PIKE COUNTY HIGHWAY DEPARTMENT  
552 N STATE ROAD 61  
PETERSBURG, IN 47567**

May 17, 2021

**Request for Bids**

The Board of Commissioners of Pike County Indiana are hereby requesting bids for the following material. Hot mix including #11 Surface, #9 Binder and #5 Base will be picked up at the asphalt plant. AE-90 and #53 rock will need to be delivered to the Pike County Highway Department. Please bid accordingly.

The material will be used for road resurfacing and road conversion projects awarded by the 2021 Community Crossings Call for Projects-call 1.

Bid packets can be requested from the Pike County Highway Department by contacting Melanie Britton at 812-354-9743 or via email at [mbritton@pikecounty.in.gov](mailto:mbritton@pikecounty.in.gov).

Bids will be opened by the Commissioners at their scheduled meeting being held on June 7, 2021 at 8:30 AM in the courthouse basement.

Bids should be mailed or delivered to:

**Board of Commissioners  
Pike County Courthouse  
801 E. Main Street  
Petersburg, Indiana 47567**

Bids must be received by June 7, 2021 at 8:30 AM.

**Pike County- Request for Bids**

**Project: - Illinois Street- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township**

Section 1: From SR 56 to Meridian Rd

Length: 1,489 feet  
Width: 22 feet  
Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	400	TON	\$58.00	\$23,200.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil	218	Gallon	\$2.60	\$566.80
#53 Rock	0	Ton	\$23.00	\$0.00
<b>Total Cost</b>				<b>\$23,766.80</b>

Section 1: From Meridian to 5th Street

Length: 195 feet  
Width: 22 feet  
Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	52	TON	\$58.00	\$3,016.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil	29	Gallon	\$2.60	\$75.40
#53 Rock	0	Ton	\$23.00	\$0.00
<b>Total Cost</b>				<b>\$3,091.40</b>

Section 1: From 5th Street to 1st Street

Length: 971 feet  
Width: 22 feet  
Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	261	TON	\$58.00	\$15,138.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil	142	Gallon	\$2.60	\$369.20
#53 Rock	0	Ton	\$23.00	\$0.00
<b>Total Cost</b>				<b>\$15,507.20</b>

Section 1: From 1st Street to Locust Street

Length: 1,218 feet  
Width: 22 feet  
Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	328	TON	\$58.00	\$19,024.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil	179	Gallon	\$2.60	\$465.40
#53 Rock	0	Ton	\$23.00	\$0.00
<b>Total Cost</b>				<b>\$19,489.40</b>

Section 1: From Locust Street to Bridge 280

Length: 500 feet  
Width: 22 feet  
Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	134	TON	\$58.00	\$7,772.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil	73	Gallon	\$2.60	\$189.80
#53 Rock	0	Ton	\$23.00	\$0.00
<b>Total Cost</b>				<b>\$7,961.80</b>

Section 1: From Bridge 280 to City Limits

Length: 240 feet  
Width: 22 feet  
Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	65	TON	\$58.00	\$3,770.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil	35	Gallon	\$2.60	\$91.00
#53 Rock	0	Ton	\$23.00	\$0.00
<b>Total Cost</b>				<b>\$3,861.00</b>

<b>GRAND Total Material Cost</b>	<b>\$73,677.60</b>
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Bid Completed By: Ryan Gogel

Date: 6/7/2021

Company: J.H. Rudolph & Co., Inc.



## Pike County- Request for Bids

**Project: Lake Minnis Drive- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township**

Section 1: From SR 57 to CR 550 N

Length: 3,406 feet

Width: 18 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	749	TON	\$58.00	\$43,442.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil	409	Gallon	\$2.60	\$1,063.40
#53 Rock	0	Ton	\$23.00	\$0.00
Total Cost				\$44,505.40

<b>GRAND Total Material Cost</b>	\$44,505.40
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Bid Completed By: Ryan Gogel

Date: 6/7/2021

J.H. Rudolph & Co., Inc.

Company: \_\_\_\_\_

# Pike County- Request for Bids

**Project: - Rolling Acres Dr- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township**

Section 1: From SR 57 to Rolling Acres Court.

Length: 852 feet

Width: 17 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	171	TON	\$58.00	\$9,918.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil	93	Gallon	\$2.60	\$241.80
#53 Rock	0	Ton	\$23.00	\$0.00
Total Cost				\$10,159.80

Section 1: From Rolling Acres Court to SR 57

Length: 988 feet

Width: 12 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	145	TON	\$58.00	\$8,410.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil	79	Gallon	\$2.60	\$205.40
#53 Rock	0	Ton	\$23.00	\$0.00
Total Cost				\$8,615.40

Section 1:

Length: feet

Width: feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface		TON	\$58.00	\$0.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil		Gallon	\$2.60	\$0.00
#53 Rock	0	Ton	\$23.00	\$0.00
Total Cost				\$0.00

<b>GRAND Total Material Cost</b>	<b>\$18,775.20</b>
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Bid Completed By: Ryan Gogel

Date: 6/7/2021

Company: J.H. Rudolph & Co., Inc.

**Pike County- Request for Bids**

**Project: - Rolling Acres Court- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township**

Section 1: From Rolling Acres Drive to Dead End

Length: 326 feet

Width: 10 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	40	TON	\$58.00	\$2,320.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil	22	Gallon	\$2.60	\$57.20
#53 Rock	0	Ton	\$23.00	\$0.00
Total Cost				\$2,377.20

Section 1:

<b>GRAND Total Material Cost</b>	\$2,377.20
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Bid Completed By: Ryan Gogel

Date: 6/7/2021

J.H. Rudolph & Co., Inc.

Company: \_\_\_\_\_



**Pike County- Request for Bids**

**Project: - CR 550 N- Pavement resurfacing with 2 inch overlay from the following intersections.  
Washington Township**

Section 1: From SR 57 to Lake Minnis Drive

Length: 558 feet

Width: 18 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	123	TON	\$58.00	\$7,134.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil	64	Gallon	\$2.60	\$166.40
#53 Rock	0	Ton	\$23.00	\$0.00
<b>Total Cost</b>				\$7,300.40

Section 1: From Lake Minnis Drive to CR 200 E

Length: 3,866 feet

Width: 18 feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	50	TON	\$56.00	\$2,800.00
HMA #11 Surface	851	TON	\$58.00	\$49,358.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil	466	Gallon	\$2.60	\$1,211.60
#53 Rock	0	Ton	\$23.00	\$0.00
<b>Total Cost</b>				\$53,369.60

Section 1:

Length: feet

Width: feet

Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface		TON	\$58.00	\$0.00
HMA # 5 Base	0	TON	\$53.00	\$0.00
AE-90 Tack Oil		Gallon	\$2.60	\$0.00
#53 Rock	0	Ton	\$23.00	\$0.00
<b>Total Cost</b>				\$0.00

<b>GRAND Total Material Cost</b>	<b>\$60,670.00</b>
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Bid Completed By: Ryan Gogel

Date: 6/7/2021

Company: J.H. Rudolph & Co., Inc.

# Pike County- Request for Bids

**Project: - E. Divison Road- Pavement resurfacing with 2 inch overlay from the following intersections.  
Marion Township**

Section 1: From SR 257 to CR 1075 E

Length: 3,951 feet  
Width: 18 feet  
Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	869	TON	\$58.00	\$50,402.00
HMA # 5 Base	869	TON	\$53.00	\$46,057.00
AE-90 Tack Oil	474	Gallon	\$2.60	\$1,232.40
#53 Rock	1739	Ton	\$23.00	\$39,997.00
Total Cost				\$137,688.40

Section 1: From CR 1075 E to CR 1075 E

Length: 632 feet  
Width: 18 feet  
Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	139	TON	\$58.00	\$8,062.00
HMA # 5 Base	140	TON	\$53.00	\$7,420.00
AE-90 Tack Oil	76	Gallon	\$2.60	\$197.60
#53 Rock	278	Ton	\$23.00	\$6,394.00
Total Cost				\$22,073.60

Section 1: From CR 1075 E to County Line

Length: 733 feet  
Width: 18 feet  
Resurfacing Thickness: 2.0 inches

Description	Quantity	Unit	Unit Price	Extension
HMA, # 9 Binder/Wedging	0	TON	\$56.00	\$0.00
HMA #11 Surface	170	TON	\$58.00	\$9,860.00
HMA # 5 Base	170	TON	\$53.00	\$9,010.00
AE-90 Tack Oil	93	Gallon	\$2.60	\$241.80
#53 Rock	340	Ton	\$23.00	\$7,820.00
Total Cost				\$26,931.80

<b>GRAND Total Material Cost</b>	\$186,693.80
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Bid Completed By: Ryan Gogel

Date: 6/7/2021

Company: J.H. Rudolph & Co., Inc.

**BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS**

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

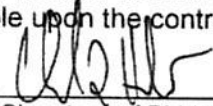
(Please type or print)

Date: June 7, 2021

1. Governmental Unit: The Board of Commissioners of Pike County, Indiana
2. County: Pike
3. Bidder (Firm): J. H. Rudolph & Co., Inc.  
 Address: P. O. Box 249  
 City/State: Tell City, IN 47586
4. Telephone Number: 812-476-4921
5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers bid(s) to Board of Commissioners of Pike County, Indiana (Governmental Unit) 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 alternations 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
	-----	-----	SEE ATTACHED PROPOSAL	-----	-----

**NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA )  
 ) SS:  
Spencer 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 firm, company, 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.

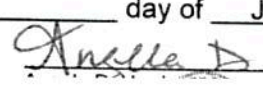
J. H. Rudolph & Co., Inc.

Bidder (Firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this 7<sup>th</sup> day of June, 20 21.

My Commission Expires: October 26, 2023

  
 \_\_\_\_\_  
 ANGELA D. HAWKINS



**BID OF**

J. H. Rudolph & Co., Inc. (Contractor)

P. O. Box 249 (Address)

Tell City, IN 47586

**FOR SALE OR  
LEASE OF MATERIALS**  
(Defined at I.C. 36-1-2-9.5)

ED \_\_\_\_\_, 19 \_\_\_\_\_

**THIS BID ACCEPTED FOR THE  
FOLLOWING CLASSES OR ITEMS**

\_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

P.O. No. \_\_\_\_\_

Date \_\_\_\_\_