BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and **Bowes Construction** of **Brookings**, South Dakota, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 10th day of March 2020,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from March 2020 to March 2021, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

Asphalt picked up at the plant $55.00 per ton

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this _10th____ day of __March_____, 2020.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

By: _____
Chairman
Brookings County Board of Commissioners

_____
Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

_____

_____
PARTY OF THE SECOND PART

_____