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 services 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 a one (1) week notice prior to starting the project is requested to be given to the County.

That roads are prepared immediately before asphalt patching; i.e., sweep roads, clean all entrances back to grass line and beyond to ROW line if asphalt surfaced, clean any foreign properties stuck to road surface.

That traffic control is provided, safety trained flagging personnel, & road work signing during the construction process.

That the Party of the Second Part provide equipment and apply SS-1h or CSS-1h Asphalt for Tack at a rate of 0.10 gallons per square yard within the project limits-County & Contractor to coordinate. The exact portions of these materials will be determined during construction.

That the Party of the Second Part provide equipment to load, haul, and place Asphalt Concrete – Class HR from asphalt plant location to designated area of asphalt patch. Asphalt Concrete Class HR shall conform to Section 326.1 – 326.5 2015 Standard Specifications for Asphalt Concrete Class HR. The exact portions of these materials will be determined during construction.

That the Party of the Second Part provide equipment for rolling chips immediately after chips have been placed; rolling to conform to SD Standard Specifications for Roads & Bridges.

That asphalt patching operations are allowed in daylight hours only; no operation while dark.

That the Party of the Second Part provide proof of work comp., vehicular liability insurance, and comprehensive liability insurance ($1,000,000.00 minimum) with contractual authority each at the minimums or normal limits for the type of contract requested.

That that the Party of the Second Part agrees to have work completed after removal of the Brookings County Spring load restrictions and work may continue until weather requirements do not conform to Section 320.3, Construction Requirements, A. Weather and Seasonal Limitations, 2015 Standard Specifications for Asphalt Concrete, General. Extension may be granted for weather if approved by Highway Superintendent.

That scheduling shall be discussed with the Highway Superintendent prior to contract completion.

5000 Ton Asphalt Delivered and Placed $124.00 per ton

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

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