

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 Inc.** of **Brookings, SD**, 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 3rd Day of February 2026,

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 February 2026 to February 2027, 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:

- ¾" Crushed Gravel (Davis) \$5.00 per ton**
- ¾" Crushed Gravel (Dupraz) \$5.00 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 3rd Day of February 2026.

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

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

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 Sterzinger Crushing, of Taunton, Minnesota, 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 3rd Day of February 2026,

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 February 2026 to February 2027, 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:

- ¾" Crushed Gravel (Davis Pit) \$6.00 per ton**
- ¾" Crushed Gravel (Jensen Pit) \$6.50 per ton**
- ¾" Crushed Gravel (Skyview Pit) \$7.50 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 3rd Day of February 2026.

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

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

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 **LG Everist 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 3rd day of February 2026,

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 February 2026 to February 2027, 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:

- Natural Cover Aggregate.
- #250 crushed quartzite rip rap "Class A"
- #150 erosion stone crushed quartzite
- 1" x #4 crushed quartzite "Class A"
- Crushed quartzite ballast #4
- 3/8" Pea Rock
- Icing Sand

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 3rd day of February 2026.

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

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

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 3rd Day of February 2026,

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 February 2026 to February 2027, 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:

E1 Virgin PG 58-28 Oil	\$74.00
E1 20% Rap PG 58-28 Oil	\$65.00
E2 Virgin PG 58-28 Oil	\$73.50
E2 20% PG 58-28 Oil	\$66.50
E1 Virgin PG 58-34 Oil	\$80.00
E1 20% Rap PG 58-34 Oil	\$69.25
E2 Virgin PG 58-34 Oil	\$79.25
E2 20% Rap PG 58-34 Oil	\$71.00
E2 10% Rap PG 58-34 Oil	\$85.00
G1-Virgin PG 58-34 Oil	\$86.25
G1-20% Rap PG 58-34 Oil	\$73.25
G2-Virgin PG 58-34 Oil	\$86.25
G2-20% Rap PG 58-34 Oil	\$75.00
Q2-Virgin Rap PG 58-34 Oil	\$84.00
Q2-20% Rap PG 58-34 Oil	\$72.00

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 3rd Day of February 2026

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

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

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 Duininck of Prinsburg, Minnesota (Watertown, SD) 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 3rd Day of February 2026,

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 February 2026 to February 2027, 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:

1/2" Mix Design Type D (30% Rap)PG 58-28	\$78.00
1/2" Mix Design Type E (20% Rap)PG 58-28	\$81.00
1/2" Mix Design Type E (Virgin)PG 58-28	\$94.00
Cold Mix	\$175.00

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 3rd Day of February 2026

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

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

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 Inc.** Brookings, SD., 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 3rd day of February 2026,

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.

+/- 3,500 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 3rd day of February, 2026.

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

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

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 **Jebro Inc. of Sioux City IA** 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 3rd day of February 2026.

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 February 2026 to February 2027, 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:

CRS2-P Emulsion	663.89/TON
CSS1H-3:1 Emulsion	483.89/TON
MC-70 Asphalt	1,103.89/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 3rd day of February 2026

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

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

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 Subsurface Inc. Of Moorhead, Minnesota, 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 3rd Day of February 2026,

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 February 2026 to February 2027, 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:

Fold and Form PVC/UV CIPP

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 3rd Day of February 2026.

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

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART

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 **Team Laboratory Of Detroit Lakes**, Minnesota, 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 3rd Day of February 2026,

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 February 2026 to February 2027, 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:

Aggregate Base Stabilizer

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 3rd Day of February 2026.

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

ATTEST:

By: _____
Shawn Hostler, Chairperson
Brookings County Board of Commissioners

Brookings County Finance Officer

PARTY OF THE SECOND PART

WITNESSES:

PARTY OF THE SECOND PART