



**HILLS MATERIALS COMPANY**

P.O. BOX 2320  
RAPID CITY, SOUTH DAKOTA 57709-2320

RECEIVED

MAR 24 2014

RAPID CITY  
PUBLIC WORKS

March 21, 2014

TO: Ms. Amber Sitts  
City of Rapid City  
Public Works Division  
300 6<sup>th</sup> Street  
Rapid City, SD 57701-2724

From: Hills Materials Company  
3975 Sturgis Road  
Rapid City, SD 57702

Re: 2012 Supply Contracts for Aggregates and Hot Mix Asphalt

Ms. Sitts:

Enclosed please be advised that Hills Materials Company hereby agrees to extend the 2012 aggregate supply contract through calendar year 2014. This extension is as per note 3) of the contacts and at the request of the city of Rapid City. A copy of the aggregate supply contract is enclosed for reference.

Hills Materials Company respectfully requests that the City of Rapid City terminate the HMA supply contract at this time as we do not wish to extend the HMA contract.

Hills Materials Company at some future date may also consider further potential contract price extensions depending upon costs and current economic conditions.

If you have any questions or would like additional information regarding this matter, please contact me at 394-3300.

Sincerely,

HILLS MATERIALS COMPANY

Timothy L. Foerster, P.E.  
Plants Manager/Engineer

TLF/smc  
Enclosures (1)

**CONTRACT  
SUPPLIES AND EQUIPMENT  
BETWEEN  
SUPPLIER AND CITY OF RAPID CITY**

THIS AGREEMENT, made the 19 day of March, 2012, by and between Hills Materials Company hereinafter "Supplier," and the City of Rapid City, South Dakota, hereinafter "City," WITNESSETH:

That the Supplier and the City, for the consideration named, agree as follows:

**ARTICLE 1. SCOPE OF WORK**

The Supplier shall furnish all of the materials, labor and perform all of the work as described in the specifications for Supplies and Equipment entitled Limestone Gravel prepared by the Public Works Department, Rapid City, South Dakota, and shall do everything required by this Contract, General Conditions, Special Conditions, and Detailed Specifications, which are hereby made a part of this Contract, including the following Addenda.

Addendum No.

Dated

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\_\_\_\_\_

**ARTICLE 2. TIME OF COMPLETION**

The furnishing or ordering of materials, supplies, and equipment under this Contract shall be commenced as soon as possible within the time stated in the specifications unless the specifications expressly provide for a one time delivery, it is agreed that the City may place orders under this Contract at any time or times within the Contract period. Failure to meet the terms of the Contract on or before the completion date may result in forfeiture of the Performance Bond or deposit, if any; and shall be deemed a breach of this Contract. Request for time extensions shall be made in writing to the Various City Departments at least fourteen (14) days before the Contract completion date. All time extensions will be issued by the City through the Public Works Department.

**ARTICLE 3. THE CONTRACT SUM**

The City shall pay the Supplier for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

forty eight thousand nine hundred Dollars (\$48,925.00)  
twenty five

**ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT**

Upon delivery of any items under this Contract, the Individual or Department specified in Article 2 for making time extensions, shall satisfy himself by examination that the furnishing of supplies and equipment has been finally and fully completed in accordance with the Specifications and Contract, and shall make up the appropriate purchase order. The Supplier must complete and return a proper City voucher and payment will be made on said voucher as soon as possible after approval by the Common Council.

**ARTICLE 5. THE CONTRACT DOCUMENTS**

The Notice for Bids, General Conditions, Special Conditions, Addendum, Specifications, and the Bidder's Proposal together with this Agreement, form the Contract, and all are as fully a part of the Contract as if herein setforth at length.

The Supplier further agrees and states that he has read the advertisement calling for bids and has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

IN WITNESS WHEREOF: The City of Rapid, South Dakota, its Council having duly approved this Contract, has caused this Contract to be executed in its behalf by its Mayor, hereunto duly authorized, attested thereto by its Finance Officer, and has hereto attached its corporate seal this 19 day of March, 2012.

If you have any concerns regarding the provision of services or employment on the basis of disability/handicap you may contact our ADA/Section 504 coordinator, ADA Coordinator, Mayor's Office, 300 6<sup>th</sup> Street, Rapid City, South Dakota 57701 605-394-4110.

THE CITY OF RAPID CITY, SOUTH DAKOTA

ATTEST:

Pauline Sumption

Pauline Sumption  
City Finance Officer

by [Signature]  
SAM KOOIKER, MAYOR

Date 3-19-12

Hills Materials Company

NAME OF COMPANY

(SEAL)

by [Signature]  
AUTHORIZED SIGNATURE

William J. Keller, Vice President March 13, 2012  
Print Name & Title Date

P.O. Box 2320, Rapid City, SD 57709  
Address

## BIDDER'S PROPOSAL

NAME OF BIDDER: Hills Materials Company

ADDRESS: P.O. Box 2320, Rapid City, SD 57709

PHONE NO.: ( 605 ) 394-3300 FAX NO.: ( 605 ) 341-3446

e-mail address: bids@hillsmaterials.cpm

Contractor hereby proposes and agrees to furnish Limestone Gravel at the following price, to-wit: Bid Award, based on Total Extended Price.

*2.0% DISCOUNT  
TYPE 3*

ITEM NO.	DESCRIPTION	Quantity	UNIT PRICE (numerical)	EXTENDED PRICE (numerical)
1.	3/8" Cover Coat Aggregate (Chips) (Clean), Tons	350 Ton	<del>\$16.00</del>	<del>\$5,600.00</del>
<i>Five thousand six hundred and .00</i> (Extended Price in Words)				
2.	3/4" Gravel Base, Tons	50 Ton	<del>\$8.10</del>	<del>\$405.00</del>
<i>Four hundred five and .00</i> (Extended Price in Words)				
3.	1" Gravel Base, Tons	3,600 Ton	<del>\$7.50</del>	<del>\$27,000.00</del>
<i>Twenty seven thousand and .00</i> (Extended Price in Words)				
4.	1" Clean Rock, Tons	75 Ton	<del>\$10.20</del>	<del>\$765.00</del>
<i>Seven hundred sixty five and .00</i> (Extended Price in Words)				
5.	1-1/2" Concrete Rock, Tons	10 Ton	<del>\$10.00</del>	<del>\$100.00</del>
<i>One hundred and .00</i> (Extended Price in Words)				
6.	3" Sugar Rock, Tons	300 Ton	<del>\$9.00</del>	<del>\$2,700.00</del>
<i>Two thousand seven hundred and .00</i> (Extended Price in Words)				

7.	3" Ballast, Tons	800 Ton	\$ 9.50	\$ 7,600.00
<i>Seven thousand six hundred and .00</i> (Extended Price in Words)				
8.	RipRap, Shall meet SDDOT Standard Specifications, and riprap size will be determined upon request.	100 Ton	\$ 27.00	\$ 2,700.00
<i>Two thousand seven hundred and .00</i> (Extended Price in Words)				
9.	Delivery to Rapid City Landfill, Rapid City Regional Airport, Rapid City Water Reclamation Facility, Per Ton	250 Ton	\$ 7.50	\$ 1,875.00
<i>One thousand eight hundred seventy five and .00</i> (Extended Price in Words)				
<b>TOTAL EXTENDED PRICE COLUMN</b>				<b>\$ 48,925.00</b>
<i>Forty eight thousand nine hundred twenty five and .00</i> (Total Extended Price in Words)				

This proposal and agreement are based upon the conditions, stipulations, and specifications in the notice inviting bids for said LIMESTONE GRAVEL, and the notice and detailed specifications are made a part of this contract as if written herein at length. The LIMESTONE GRAVEL shall be delivered F.O.B., Quarry Rapid City except as notated in Item 10 of the Bidder's Proposal, within three calendar days (to be filled in by Bidder) after date of awarding contract.

The bidder further agrees and states that he/she has read the notice calling for bids and has studied the detailed specifications and that he/she is familiar with the terms and conditions stipulated therein and agrees to enter into attached Contract.

Hills Materials Company  
NAME OF COMPANY - BIDDER

*W. J. Keller*  
AUTHORIZED SIGNATURE

William J. Keller, Vice President  
Print Name & Title

P.O. Box 2320, Rapid City, SD 57709  
Address

March 13, 2012  
Date

**BIDDER MUST FILL IN ALL SPACES PROVIDED ABOVE**

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SUPPLIES AND EQUIPMENT  
BETWEEN  
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Dated

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605-394-4110.

THE CITY OF RAPID CITY, SOUTH DAKOTA

ATTEST:

Pauline Sumption  
Pauline Sumption  
City Finance Officer

by Sam Kooiker  
SAM KOOIKER, MAYOR

Date 3-19-12

(SEAL)

Hills Materials Company  
NAME OF COMPANY  
by William J. Keller  
AUTHORIZED SIGNATURE

William J. Keller, Vice President March 13, 2012  
Print Name & Title Date

P.O. Box 2320, Rapid City, SD 57709  
Address