SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: W56MES-4092-8828

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
W911XK-04-P-0061	18-May-2004		W911XK-04-T-0035	14-Apr-2004

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	VERNARD L MOORE	313 226-6433	02:00 PM 21 Apr 2004

9. ISSUED BY — CODE W911XK

U S ARMY ENGINEER DISTRICT, DETROIT
ATTN: CELRE-CT POST OFFICE BOX 1027
DETROIT MI 48231-1027

TEL: 313 226-5148
FAX: 313 226-2209

10. THIS ACQUISITION IS
[X] UNRESTRICTED
[ ] SET ASIDE: % FOR
[ ] SMALL BUSINESS
[ ] SMALL DISADV. BUSINESS
[ ] 8(A)

SIC: 5032
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE

SEE SCHEDULE

16. ADMINISTERED BY — CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR — CODE 0P579

ULLAND BROTHERS INC
.
1634 HWY 210
CARLTON MN 55718-9627

TEL. 218-384-9266 — FACILITY CODE

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE T0B0200

U S ARMY CORPS OF ENGINEERS FINANCE AND
5700 WASP AVENUE
MILLINGTON TN 38054

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT
$149,600.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE W911XK-04-T-0035
[X] OFFER DATED 21-Apr-2004 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Sharon A. Lawrence

31c. DATE SIGNED
19-May-2004

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
SHARON A LAWRENCE / ADDED BY SUMI
TEL: (313) 226-6421
EMAIL: Sharon.A.Lawrence@lre02.usace.army.mil

32a. QUANTITY IN COLUMN 21 HAS BEEN
[ ] RECEIVED [ ] INSPECTED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER
[ ] PARTIAL [ ] FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

36. PAYMENT
[ ] COMPLETE [ ] PARTIAL [ ] FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

GENERAL REQIREMENTS

Furnish, deliver and unload armor and core stone, per the attached stone specifications. The stone is to be delivered to the government dock sites at the Bunge Dock in Superior, WI.

CONTRACTOR NOTE: A multiply award for this procurement will be made to the different shipping points.

The Contractor shall coordinate all shipments with the following government representative prior to delivery of all stone. Technical P.O.C. is Mr. Steve Brossart @ 218.720.5264 or Mr. Alvin Klien.

Stone delivery ship to points – F.O.B. Destination

Bunge Dock Site: Line items #001, 002, and 003.

End

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LARGE ARMOR STONE TO BE DELIVERED TO BUNGE DOCK	4,000	Net Ton (2,000 LB)	$23.00	$92,000.00
0002	MEDIUM ARMOR STONE TO BE DELIVERED TO THE BUNGE DOCK SUPERIOR, WI	1,200	Net Ton (2,000 LB)	$23.00	$27,600.00
0003	CORE STONE TO BE DELIVERED TO THE BUNGE DOCK, SUPERIOR, WI.	2,000	Net Ton (2,000 LB)	$15.00	$30,000.00

ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 3123.0000 H7 X 08 2427 005050 96203 2520 001VL6
AMOUNT: $149,600.00

CLAUSES INCORPORATED BY REFERENCE

52.212-3	Offeror Representations and Certification--Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	JAN 2004
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JAN 2004

SPECIFICATIONS FOR STONE

DESCRIPTION/SPECIFICATIONS FOR ARMOR/CORE STONE

Furnish, deliver and unload armor stone and core stone to Bunge Dock, Superior, WI and Lily Pond near Hancock, MI.

1. SIZE, CHARACTER AND QUALITY OF ARMOR STONE:

1.1 Large Armor stone shall be 10 to 17 ton in weight with a minimum of 50% by weight of the stone greater than 13.5 tons, 10% by weight of the stone can weigh between 7 to 10 tons and 5% by weight can weigh greater than 17 ton. Any armor stone broken during shipment or not meeting the size requirements shall be removed from the site or with approval of the COR left on the site for Government use at no cost to the Government.

1.2 Medium Armor Stone shall be 3 to 8 ton in weight with a minimum of 50% by weight of the stone greater than 4 tons. Any armor stone broken during shipment or not meeting the size requirements shall be removed from the site or with the approval of the COR left on the site for Government use at no cost to the Government.

1.3 The greatest dimension of armor stone in no case shall be more than three (3) time the least dimension and preferably the pieces shall be as nearly cubical as practicable. Light, thin or shaly armor stone will not be accepted. The inclusion of objectionable quantities of dirt, sand, clay and rock fines will not be permitted.

1.4 The armor stone must be dense, sound, free of cracks or fissures, not subject to loss of weight from abrasion nor to disintegration or breakage in handling or dumping. All armor stone shall be of a quality to ensure permanence of the structure in the climate in which it is to be used. The armor stone shall be durable, sound, free from detrimental cracks, seams and other defects, which tend to increase deterioration from natural causes or cause breakage in handling and/or placing. It shall be highly resistant to weathering and disintegration under freezing and thawing, and wetting and drying conditions. It shall weigh, when dry, not less than 160 pounds per solid cubic foot. It shall be free from flaws, which, in the judgment of the Contracting Officer, may develop into cracks upon exposure to the conditions to be encountered when placed as armor stone along harbor structures.

1.5 In general, granite, quartzite, rhyolite, traprock, gabbro and certain dolomite or dolomitic limestones which meet the requirements of these specifications will be accepted.

1.6 If any armor stone proposed by an offeror is not known by the Contracting Officer to be suitable for its purpose, suitability must be fully established to his satisfaction by the offeror. If such armor stone has heretofore been used in breakwater, shore protection, or other structures subject to storm and frost action, the location, history and conditions of such use shall be furnished by the offeror so that inspection and determination of suitability by the Contracting Officer may be made. Where the product of any quarry is known to have been used heretofore for structures similar to those herein specified, and has proved to be inadequate because of disintegration from frost, handling, storm action, or other natural causes, the offer proposing such quarry product will be considered only if in a manner which,

in the opinion of the Contracting Officer will produce block armor stone in no way damaged or overstressed by blasting.

1.7 Where adequate service records, under conditions such as herein including petrographic analysis, specific gravity, abrasion, absorption, wetting or drying, freezing and thawing, and such other tests as may be considered necessary to demonstrate to the satisfaction of the Contracting Officer that the materials are acceptable for use in the work. All tests, if required, will be made by or under the supervision of the Government and at its expense. The offeror if so requested by the Contracting Officer shall furnish at his expense suitable representative samples of the armor stone proposed to be furnished for testing and approval prior to delivery of any such material on the dock as specified. Such samples shall be selected from the proposed source of supply as directed by the Contracting Officer. Armor stone actually furnished under the contract shall be of a quality at least as good, in the opinion of the Contracting Officer, as the samples furnished.

2. CORE STONE SIZE:

2.1 Core stone shall be 10 lbs to 300 lbs in weight with a minim of 50% by weight greater than 150 lbs. The greatest dimension of core stone in no case shall be more than three (3) times the least dimension and preferably the pieces shall be as nearly cubical as practicable. Light, thin, or shaly stone will not be accepted. The inclusion of objectionable quantities of dirt, sand, clay, and rock fines will not be permitted.

2.2 In general, granite, quartzite, rhyolite, traprock, gebbro and certain dolomite or dolomitic limestones which meet the requirements of these specifications will be accepted.

3. STOCKPILING:

3.1 The stone shall be placed on the dock in such a manner to avoid damage to the stone. The stockpile will be placed so that the stone can be easily accessed for future reloading on government barges. No stone shall be placed closer than 10 from the edge of the dock and no farther than 75 feet from the docks edge. The allowable area to place stone at Bunge dock is identified in Exhibit A. Armour stone shall be placed at the south end of Lily Pond and core stone shall be placed at the north end of Lily Pond. The contractor shall minimize impacts to the existing parking area at Lily Pond. Existing stone may be stockpiled within the allowable area at each site and the contractor shall be required to work around this material at no cost to the Government. The Contractor shall be responsible for all personnel and equipment to load, unload and stockpile the stone.

4. INSPECTION AND ACCEPTANCE:

4.1 Inspection: The stone furnished hereunder will be inspected and tested at he unload site for compliance with the provisions of these specifications by a representative of the Contracting Officer. The cost of all inspections and tests will be borne by the Government.

4.2 Acceptance: Formal acceptance of the material will be made at the unload site after the material has been inspected and found to conform to contract requirements. Any stone found to be unacceptable under these specifications shall be disposed of by and at the expense of the Contractor or with approval of COR left on site for government use at no cost to the government.

5. DESTINATION, DELIVERIES AND PERFORMANCE REQUIREMENTS

5.1 Destination: The stone shall be delivered to the Bunge Dock, Superior, WI and the Lily Pond site near Hancock, MI. Bunge dock is near the intersections of Itasca Street and 44th Avenue. Lily Pond is located 7 miles north of Hancock, MI on highway M-203. All transportation cost shall be pre-paid. Any Bid received on a basis other than FOB destination will be rejected as "non-responsive."

5.2 Delivery: Delivered stone shall be stockpiled between 10 ft and 75 ft from the face of the dock.

5.3 Time of Delivery: Delivery of the stone covered by this contract shall start within 10 days after the contract is awarded with a minimum of 50% by weight of each type of stone delivered within 50 days after award and the remainder of the stone delivery shall be completed within 100 days.

5.4 All haul road and stockpile areas shall be maintained free of ruts and damage due to transportation, unloading and handling of equipment and materials. Damage to the haul roads and stockpile areas shall be repaired by the contractor at no expense to the Government.

5.5 Haul Roads: Upon departure from U.S. Highway 2 the Contractor is required to use East 2nd Street to 39th Ave East to Itasca Street to access the Bunge stockpile site. The Contractor is required to obtain all permits and approval for any haul routes (including access identified above) at no cost to the Government. A copy of the delivery route and any permits and approval shall be provided to the COR prior to the start of stone delivery.

6. WEIGHING:

6.1 Payment will be made for the stone on the basis of weight in tons, 2,000 pounds.

6.2 All stone delivered by truck must be accompanied with a certified scale ticket. Each weight ticket must have, type of stone product, date, sequential ticket number, gross weight, tare weight, net weight, truck identification number. In case that stone is delivered by barge the appropriate draft readings will be used for weight. Each ticket for armor stone shall identify the number of stones in that delivery.

6.3 The Contractor shall furnish satisfactory evidence that the scales for weighing the stone have been inspected and found to be accurate by the State Bureau of Weights and Measures, or similar agency responsible for the inspection and adjustment of commercial weighing facilities.

6.4 Other methods of determining weights, if used, shall be subject to approval of the Contracting Officer.

7. NOTIFICATION OF SHIPMENT:

7.1 The Contractor shall coordinate all shipments of armor and core stone with the Contracting Officer's Representative.

Mr. Steven J. Brossart - Chief Maintenance and Plant
U.S. Army Corps of Engineers.
Duluth Area Office
600 Lake Avenue South
Duluth MN 55802
Telephone Numbers: (218) 720-5266