



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
JACKSONVILLE DISTRICT CORPS OF ENGINEERS  
P.O. BOX 4970  
JACKSONVILLE, FLORIDA 32232-0019

September 12, 2003

Contracting Division  
A-E and Construction Branch

SUBJECT: Notice of Award – Contract No. DACA17-03-C-0001

Bean Stuyvesant, L.L.C.  
P.O. Box 51118  
New Orleans, Louisiana 70151-1118

Gentlemen:

In accordance with the terms and conditions of Solicitation No. DACA17-03-R-0012, the Government has awarded your firm Contract No. DACA17-03-C-0001, for Key West Harbor Dredging, 34-Foot Project, Main Ship Channel, Cut-A, Cut-B, Cut-C, and Truman Harbor, Monroe County, Florida. A copy of the contract is enclosed.

Your attention is directed to our dredge safety initiative. The enclosed letters emphasize the importance the U.S. Army Corps of Engineers attaches to dredge safety and confirms our commitment to improving safety and reducing the number of accidents occurring on our dredging contracts.

As required by the solicitation, you must submit acceptable performance and payment bonds within ten calendar days of the day you receive this notice.

This notice does not constitute authorization to commence work under the contract. A separate notice to proceed will be issued when all pre-work conditions specified in the solicitation have been satisfied.

You must acknowledge receipt of this notice in the space provided below and send your acknowledgment to this office as soon as possible. The date of acknowledgment must match the date entered in the delivery service's delivery log.

If you have any questions, please contact Deidra W. Cox at 904-232-1215, [deidra.w.cox@usace.army.mil](mailto:deidra.w.cox@usace.army.mil).

Sincerely,

HARLEY R. HARTLEY  
Chief, Contracting Division  
Contracting Officer

Enclosures

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACA17-03-R-0012-U0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07-Jul-2003	PAGE OF PAGES 1 OF 165
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**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO. DACA17-03-C-0001	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY USA ENGINEER DISTRICT, JACKSONVILLE PRUDENTIAL OFFICE BLDG 701 SAN MARCO BLVD CESAJ-CT JACKSONVILLE FL 32207-8175	CODE DACA17	8. ADDRESS OFFER TO (If Other Than Item 7) CODE BY HAND: DELIVER TO "ISSUED BY" ADDRESS BY MAIL: USAED JACKSONVILLE, P O BOX 4970, ATTN: CESAJ-CT JACKSONVILLE FL 32232-0019	CODE DACA17
TEL:	FAX:	TEL:	FAX:

9. FOR INFORMATION CALL:	A. NAME DEIDRA W COX	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 904-232-1215
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**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

KEY WEST HARBOR, DREDGING, 34-FOOT PROJECT, MAIN SHIP CHANNEL, CUT-A, CUT-B, CUT-C AND TRUMAN HARBOR, MONROE COUNTY, FLORIDA.

DRAWINGS: DO. FILE NO. 21-38,378 dated March 2003 in 22 sheets plus cover.

DESCRIPTION OF WORK: See Page 00010-3

MAGNITUDE OF CONSTRUCTION: BETWEEN \$25,000,000.00 and \$100,000,000.00.

THIS SOLICITATION IS UNRESTRICTED. YOU MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION IN ORDER TO RECEIVE AN AWARD FROM THIS SOLICITATION. CALL 1-888-227-2423.

ALL OFFERS MAILED OR HANDCARRIED MUST BE DEPOSITED IN THE BID DEPOSITORY LOCATED IN CONTRACTING DIVISION PRIOR TO THE TIME SET FOR RECEIPT OF PROPOSALS.

\*Note regarding Block 13A below: Sealed offers in original and (SEE SECTION 00100A FOR NUMBER OF COPIES) to perform the work required are due at the place specified in Item 8 by 2:00 PM (hour) local time 22 August 2003 (date).

11. The Contractor shall begin performance within <u>60</u> calendar days and complete it within <u>730</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Section 00700 _____.)
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 22 Aug 2003 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

# SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

## OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) <b>BEAN STUYVESANT, L.L.C.</b> <b>P.O. BOX 51118</b> <b>NEW ORLEANS, LA 70151-1118</b> <b>CAGE NO.: 1HNF4</b> <b>CEC NO.: 025982195</b>	15. TELEPHONE NO. (Include area code) <b>(504) 587-8600</b>
CODE FACILITY CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14)  <b>See Item</b>

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS      SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

## 19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of)

AMENDMENT NO.	0001	0002	0003				
DATE	7/10/03	8/08/03	8/11/03				

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <b>ANCIL TAYLOR</b> <b>VICE PRESIDENT and GENERAL MANAGER</b>	20B. SIGNATURE 	20C. OFFER DATE <b>22 AUGUST 2003</b>
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## AWARD (To be completed by Government)

21. ITEMS ACCEPTED: 0008, 0009, 0010, 0011, 0012, 0013, and 0014. In accordance with the Limitations on Substitutions for Certain Positions and/or Subcontractors paragraph of the contract the following pages of your proposal are hereby incorporated into and made a part of the contract. Section ~~00800A~~ **00800A**, page 47, pages 91 through 107. In accordance with the Small Business Subcontracting Plan clause of the contract, your subcontracting Plan, dated September 11, 2003, is hereby incorporated into Section 00800A and made a part of the contract.

Section 00800A      *HRT*

22. AMOUNT <b>\$36,362,688.00</b>	23. ACCOUNTING AND APPROPRIATION DATA 21 NA 2003 2020.0000 K3 2003 08 8024 43521200000 01076 3230 J69606 \$36,362,688.00
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM 26 26. ADMINISTERED BY      K3M0J00 SOUTH FLORIDA AREA OFFICE USA CORPS OF ENGINEERS ((CESAJ-CO-W) 4400 PGA BLVD, SUITE 203 PALM BEACH GARDENS, FL 33410 (PHONE: 561-626-5299)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( ) 27. PAYMENT WILL BE MADE BY      tob0200 USACE FINANCE CENTER 5722 INTEGRITY DRIVE ATTN: CEFC-AO-P MILLINGTON, TN 38054-5005
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### CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office). Contractor agrees to furnish and deliver all items or perform all work, requirements identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitations, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input checked="" type="checkbox"/> 29. AWARD (Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) 30B. SIGNATURE	31A. NAME OF CONTRACTING OFFICER (Type or print) <b>HARLEY R. HARTLEY</b> Chief, Contracting Division 31B. UNITED STATES OF AMERICA BY <i>Harley R. Hartley</i>
30C. DATE	31C. AWARD DATE <b>9/12/03</b>

ITEMS 21 THRU 31 ATTACHED TO OFFER VIA "CUT AND PASTE" TAB

## SECTION 00010A

## LINE ITEMS AND PRICING SCHEDULE

KEY WEST HARBOR DREDGING, 34-FOOT PROJECT, MAIN SHIP CHANNEL, CUT-A, CUT-B, CUT-C AND  
TRUMAN HARBOR, MONROE COUNTY, FLORIDA

LINE ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
ALTERNATE A: 36-FOOT REQUIRED DEPTH (35-FOOT IN TRUMAN HARBOR) PLUS I-FOOT ALLOWABLE OVERDEPTH AND USING THE FULL FOOTPRINT SITE ON FLEMING KEY					
0001	MOBILIZATION AND DEMOBILIZATION		LUMP SUM		\$ <u>5,440,000.00</u>
0002	EXCAVATION, UNCLASSIFIED ACCEPTANCE SECTION 1 THRU 9 (ESTIMATED QTY.)	501,000	CUBIC YARD	\$ <u>29.80</u>	\$ <u>14,929,800.00</u>
0003	EXCAVATION, LOOSE SEDIMENT ACCEPTANCE SECTION 10A, 11A, 12A, 13A, 14A, 15A (ESTIMATED QTY.)	137,180	CUBIC YARD	\$ <u>25.90</u>	\$ <u>3,552,962.00</u>
0004	EXCAVATION, IN-SITU ROCK ACCEPTANCE SECTION 10B, 11B, 12B, 13B, 14B, 15B (ESTIMATED QTY.)	180,820	CUBIC YARD	\$ <u>54.30</u>	\$ <u>9,818,526.00</u>
0005	CONTRACTING OFFICER DIRECTED WORK SITE	30	EACH	\$ <u>24,000.00</u>	\$ <u>720,000.00</u>
0006	ENDANGERED SPECIES MONITORING		LUMP SUM		\$ <u>401,400.00</u>
	TOTAL (LINE ITEMS 0001 THRU 0006)				\$ <u>34,862,688.00</u>
0007	AWARD FEE (ALTERNATE A)				\$ <u>1,500,000</u> *

ALTERNATE B: 36-FOOT REQUIRED DEPTH (35-FOOT IN TRUMAN HARBOR) PLUS I-FOOT ALLOWABLE OVERDEPTH AND USING THE REDUCED FOOTPRINT SITE ON FLEMING KEY

0008	MOBILIZATION AND DEMOBILIZATION		LUMP SUM		\$ <u>5,440,000.00</u>
0009	EXCAVATION, UNCLASSIFIED ACCEPTANCE SECTION 1 THRU 9 (ESTIMATED QTY.)	501,000	CUBIC YARD	\$ <u>29.80</u>	\$ <u>14,929,800.00</u>
0010	EXCAVATION, LOOSE SEDIMENT ACCEPTANCE SECTION 10A, 11A, 12A, 13A, 14A, 15A (ESTIMATED QTY.)	137,180	CUBIC YARD	\$ <u>25.90</u>	\$ <u>3,552,962.00</u>
0011	EXCAVATION, IN-SITU ROCK ACCEPTANCE SECTION 10B, 11B, 12B, 13B, 14B, 15B (ESTIMATED QTY.)	180,820	CUBIC YARD	\$ <u>54.30</u>	\$ <u>9,818,526.00</u>
0012	CONTRACTING OFFICER DIRECTED WORK SITE	30	EACH	\$ <u>24,000.00</u>	\$ <u>720,000.00</u>
0013	ENDANGERED SPECIES MONITORING		LUMP SUM		\$ <u>401,400.00</u>
*	TOTAL (LINE ITEMS <del>0006</del> 0008 THRU <del>0011</del> 0013 )				\$ <u>34,862,688*</u>

SECTION 00010A

LINE ITEMS AND PRICING SCHEDULE

KEY WEST HARBOR DREDGING, 34-FOOT PROJECT, MAIN SHIP CHANNEL, CUT-A, CUT-B, CUT-C AND  
TRUMAN HARBOR, MONROE COUNTY, FLORIDA

LINE ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
* 0014	AWARD FEE ( <u>ALTERNATE B</u> )				<u>\$1,500,000</u>

- NOTES:
- (1) OFFERORS MUST PROVIDE AN OFFER ON ALL LINE ITEMS. SEE PROVISION AT 52.236-28 (SECTION 00100).
  - (2) SEE SECTION 00100, "INSTRUCTIONS TO OFFERORS".
  - (3) THE GOVERNMENT RESERVES THE RIGHT TO AWARD EITHER ALTERNATE A OR ALTERNATE B.

Section 00800A - WAGE DETERMINATIONS & OTHER ATTACHMENTS

LIST OF CONSTRUCTION CONTRACT ATTACHMENTS

NO.	TITLE	DATE	NO. OF PAGES
1	Note: This project incorporates both dredging and heavy construction wage decisions.	N/A	1
2	General Decision Number FL030045 Dredging Construction Projects (Statewide)	06/13/2003	3
3	General Decision Number FL030097 Heavy Construction	06/13/2003	2
4	AWARD FEE PLAN		
5	SUBCONTRACTING PLAN		
6	CONTRACTOR'S PROPOSAL: PAGES 47, AND PAGES 91 THROUGH 107		

52.200-1

NOTE

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NOTE

THIS PROJECT INCORPORATES BOTH DREDGING AND HEAVY CONSTRUCTION WAGE DECISIONS.

THE HEAVY CONSTRUCTION WAGE DECISION MAY ONLY BE APPLIED TO OPERATIONS OCCURRING ON LAND. IT CANNOT BE APPLIED TO WORK OF ANY SORT CONDUCTED ABOARD VESSELS OR FLOATING PLANT OF ANY TYPE.

IF YOU HAVE ANY QUESTIONS CONCERNING THE APPLICATION OF THE WAGE DECISIONS FURNISHED FOR THIS PROJECT, PLEASE CONTACT PHYLLIS M. GARFIELD, LABOR RELATIONS SPECIALIST, OFFICE OF COUNSEL, 904-232-3761.



Handyman	11.93	3.61+a
DIPPER DREDGES:		
Operator	19.99	4.01+a
Engineer	18.54	4.01+a
Welder	16.79	3.81+a
Mate	16.25	3.81+a
Oiler	12.75	3.61+a
Deckhand	11.93	3.61+a
Scowman	12.10	3.61+a
Handyman	11.93	3.61+a
TUGS LESS THAN 600 HP:		
Tug Master	15.88	4.01+a
Tug Captain	15.37	4.01+a
Tug Deckhand	11.93	3.61+a
TUGS 600 HP TO 1350 HP:		
Tug Master	16.87	4.01+a
Tug Captain	15.53	4.01+a
Tug Deckhand	11.93	3.61+a
TUGS GREATER THAN 1350 HP		
Tug Master	17.95	4.01+a
Tug Captain	17.02	4.01+a
Tug Engineer	17.02	4.01+a
Tug Deckhand	11.93	3.61+a
STEWARD DEPARTMENT:		
Steward	13.14	3.81+a
2nd Cook	11.93	3.61+a
Night Cook	11.93	3.61+a
Messman	11.70	3.61+a
Janitor	11.93	3.61+a
DRILL BOATS:		
Engineer	18.72	4.01+a
Driller	18.03	4.01+a
Blaster	18.03	4.01+a

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday. Plus Vacation Contribution of 7% of straight time pay for all hours worked.

b. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Plus Vacation Contribution of 7% of straight time pay for all hours worked.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).  
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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination

- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



\* a conformance (additional classification and rate)  
ruling

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U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

**Award-Fee Plan**

**For**

**Key West Dredging**

**(Date Of Approval)**

**(Contractor's Name)**

**Approved:**

**\_\_\_\_\_**  
**Award-Fee Determining Official**

**Chief, Contracting Division**

**Contracting Officer**

**Award-Fee Plan**

**For**

**Key West Dredging**

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**Annexes**

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1	Award-Fee Organization	1-1
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## 1.0 -- Introduction

This plan is the basis for the evaluation of the Contractor's performance and for presenting an assessment of that performance to the Award-Fee Determining Official (AFDO). It describes specific criteria and procedures used to assess the Contractor's performance and to determine the amount of award-fee earned by the Contractor. Actual award-fee determination and the methodology for determining award-fee are unilateral decisions made solely at the discretion of the Government.

There will be 6 evaluation periods for this contract, which shall commence on the date the Contractor commences dredging and continue for 5 evaluation periods during the dredging operations. There will be a total of \$1,000,000 available to be evenly distributed during these 5 periods. The last period shall be from completion of all dredging operations until 90 days after completion and, in addition to other parameters, the Contractor will be assessed in how well the natural resources of the affected Florida waters were protected. Award-fee available for this period shall be \$500,000. Award-fee will be provided to the Contractor through contract modifications. The AFDO will determine the amount of award-fee earned by the Contractor after a review of the Contractor's performance against the criteria set forth in this plan. The AFDO may unilaterally change this plan prior to the beginning of an evaluation period. If so changed, the Contractor will be notified, in writing, before the start of the evaluation period. Any changes to this plan after commencement of an evaluation period will be incorporated by written agreement of both parties.

In addition to the evaluations described in this plan, the Contracting Officer's representatives will be conducting and recording performance assessments in accordance with FAR 36-201.

## 2.0 -- Organization

The award-fee organization consists of the Award-Fee Determining Official (AFDO); an Award-Fee Review Board (AFRB) consisting of a chairperson, a recorder, other functional area participants, and advisor members; and the Performance Monitors. The AFDO, AFRB members, and Performance Monitors are listed in Annex 1.

## 3.0 -- Responsibilities

- a. **Award-Fee Determining Official.** The AFDO approves the award-fee plan and any significant changes. The AFDO reviews the recommendation(s) of the AFRB, considers all pertinent data, and determines the earned award-fee amount. For this contract, the Contracting Officer is the AFDO.

b. **Award-Fee Review Board.** AFRB members review Performance Monitors' evaluations of the Contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at an earned award-fee recommendation for presentation to the AFDO. The AFRB may also recommend changes to this plan.

c. **AFRB Recorder.** The AFRB recorder is responsible for coordinating the administrative actions required of the Performance Monitors, the AFRB and the AFDO, including:

(1) receiving, processing and distributing evaluation reports from all required sources;

(2) scheduling and assisting with internal evaluation milestones, such as briefings; and

(3) accomplishing other actions required to ensure the smooth operation of the award-fee.

d. **Contracting Officer (CO).** The CO is the liaison between the Contractor and Government personnel. For this contract, the CO is the AFDO.

e. **Performance Monitors.** Performance Monitors maintain written records of the Contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. They prepare interim and end-of-period evaluation reports as directed by the AFRB.

f. **Contract Specialist.** The Contract Specialist maintains the official contract file and assists the Contracting Officer.

#### 4.0 -- Award-Fee Processes

a. **Process.** The process will consist of daily evaluation of the Contractor's performance, analysis of daily evaluations for the purpose of recommending award-fee entitlement, and determination of entitlement.

b. **Available Award-Fee Amount.** The available amount is \$1,500,000. This amount is not subject to change for any reason.

c. **Evaluation Criteria.** Criteria are: compliance with turbidity requirements, effectiveness of safety program, compliance with contract completion schedule, and customer satisfaction.

d. **Interim Evaluation Process.** The AFRB Recorder notifies each AFRB member and Performance Monitor 14 calendar days before the midpoint of the evaluation period. Performance Monitors submit their evaluation reports to the AFRB 7 calendar days after this notification. The AFRB

determines the interim evaluation results and notifies the Contractor of the strengths and weaknesses for the evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of Government concern.

e. **End-of-Period Evaluations.** The AFRB Recorder notifies each AFRB member and performance monitor 14 calendar days before the end of the evaluation period. Performance monitors submit their evaluation reports to the AFRB 7 calendar days after the end of the evaluation period. The AFRB prepares its evaluation report and recommendation of earned award-fee. The AFRB briefs the evaluation report and recommendation to the AFDO. The AFDO determines the overall grade and earned award-fee for the evaluation period within 30 calendar days after the evaluation period. The AFDO informs the Contractor, in writing, of the earned award-fee amount. The CO issues a contract modification within 15 calendar days after the decision is made to authorize payment of the earned award-fee amount.

f. **Contractor's Self-Assessment.** When the Contractor chooses to submit a self-evaluation, it must be submitted to the CO within five working days after the end of the evaluation period. This written assessment of the Contractor's performance throughout the evaluation period may also contain any information that may assist the AFRB in evaluating the Contractor's performance. The Contractor's self-assessment shall not exceed 25 pages.

## **5.0 -- Award-Fee Plan Change Procedure**

All significant changes require the AFDO's approval; the AFRB Chairperson may approve other changes. Examples of significant changes include changing evaluation criteria, adjusting weights to redirect Contractor's emphasis to areas needing improvement, and revising the distribution of the award-fee dollars. The Contractor may recommend changes to the CO at any time. Changes made prior to the beginning of the affected evaluation period may be made unilaterally by the Government. Changes made during the affected evaluation period may be made only by mutual agreement of the Government and the Contractor.

## **6.0 -- Contract Termination**

If the contract is terminated for the convenience of the Government after the start of the award-fee evaluation period, the award-fee deemed earned for that period shall be determined by the AFDO using the normal award-fee evaluation process. Award-fee amounts allocated to the terminated portion of the contract shall not be paid.

## Annex 1 -- Award-Fee Organization

### Members

Award-Fee Determining Official: Contracting Officer **CESAJ-CT**  
Award-Fee Review Board Chairperson: To Be Named  
Award-Fee Review Board Members: To Be Named.  
The Contracting Officer can name members from the Army Corps of Engineers (Regulatory), Southern Division NAVFACENGCOM, other Navy, (Federal, State and Sanctuary) regulatory agencies, and others at his or her discretion.

Recorder: To Be Named

### Performance Monitors

<u>Area of Evaluation</u>	<u>Performance Monitor(s)</u>
Compliance with Turbidity Requirements	To Be Named
Effectiveness of Safety Program	To Be Named
Compliance with Contract	To Be Named
Completion Schedule	
Customer Satisfaction	To Be Named

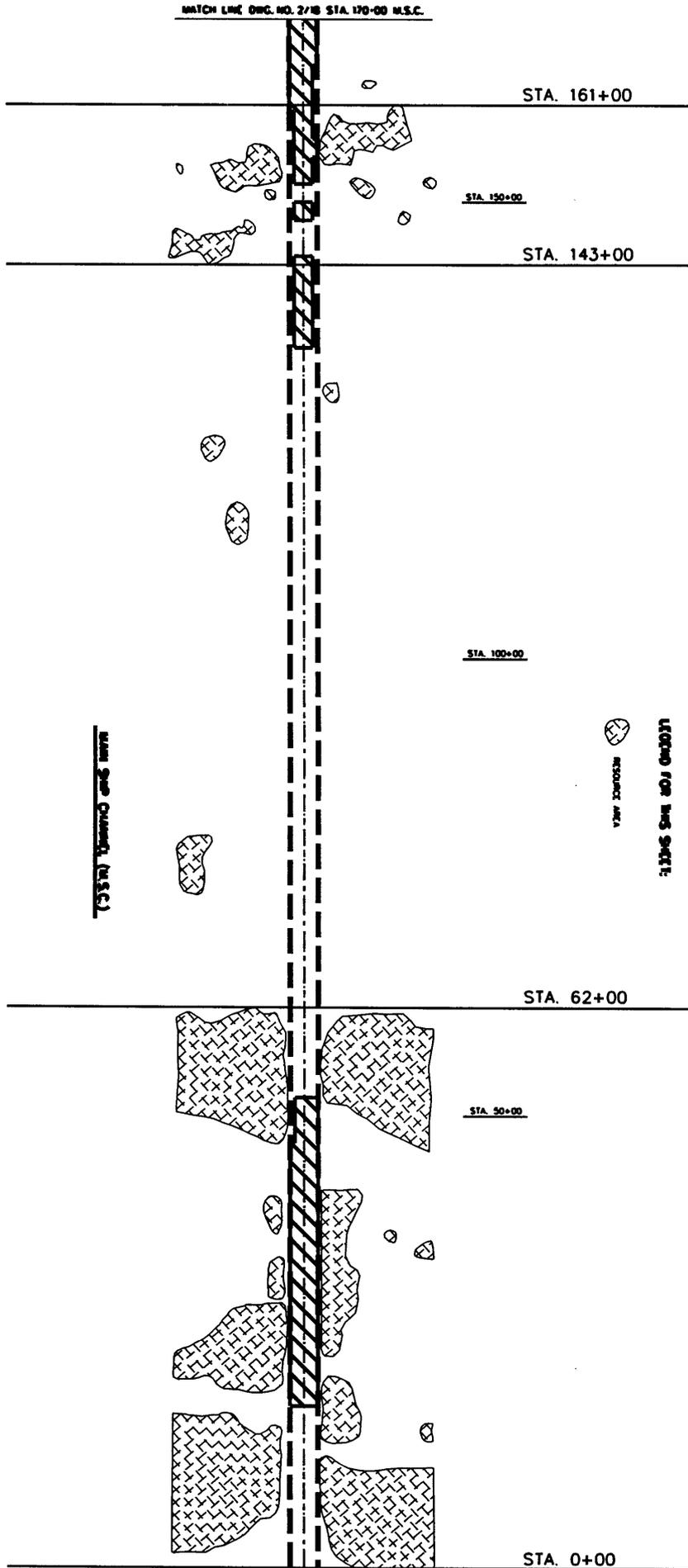
## Annex 2 -- Evaluation Criteria and Grading Table

Evaluation Criteria																																							
Factor/Weight	Criteria																																						
<p>* Compliance with Turbidity Requirements 50% (\$750,000 to be distributed over evaluation periods during which Contractor is dredging in sensitive areas described in criteria column)</p>	<p>The following areas are deemed most environmentally sensitive: <u>Main Ship Channel Sta. 0+00 to Main Ship Channel Sta. 62+00 and Cut-B Sta. 21+00 to Cut-B Sta. 64+00.</u> Therefore, this factor will be measured against performance while dredging in these areas only. In order to earn any of the award-fee allocated to this factor, the Contractor must have stayed below 29 NTU at least 98% of the time while dredging the areas identified above. If the Contractor meets this criterion, award-fee may be earned as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>NTU readings 15 or less</u></th> <th style="text-align: left;"><u>Fee Percentage</u></th> </tr> <tr> <th style="text-align: left;"><u>Percent of time</u></th> <th style="text-align: left;"><u>Earned</u></th> </tr> </thead> <tbody> <tr><td>90%</td><td>100%</td></tr> <tr><td>89%</td><td>95%</td></tr> <tr><td>88%</td><td>90%</td></tr> <tr><td>87%</td><td>85%</td></tr> <tr><td>86%</td><td>80%</td></tr> <tr><td>85%</td><td>75%</td></tr> <tr><td>84%</td><td>70%</td></tr> <tr><td>83%</td><td>65%</td></tr> <tr><td>82%</td><td>64%</td></tr> <tr><td>81%</td><td>63%</td></tr> <tr><td>80%</td><td>62%</td></tr> <tr><td>79%</td><td>61%</td></tr> <tr><td>78%</td><td>60%</td></tr> <tr><td>77%</td><td>59%</td></tr> <tr><td>76%</td><td>58%</td></tr> <tr><td>75%</td><td>57%</td></tr> <tr><td>74% and below</td><td>0%</td></tr> </tbody> </table>	<u>NTU readings 15 or less</u>	<u>Fee Percentage</u>	<u>Percent of time</u>	<u>Earned</u>	90%	100%	89%	95%	88%	90%	87%	85%	86%	80%	85%	75%	84%	70%	83%	65%	82%	64%	81%	63%	80%	62%	79%	61%	78%	60%	77%	59%	76%	58%	75%	57%	74% and below	0%
<u>NTU readings 15 or less</u>	<u>Fee Percentage</u>																																						
<u>Percent of time</u>	<u>Earned</u>																																						
90%	100%																																						
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74% and below	0%																																						
<p>Effectiveness of Safety Program 7% (\$105,000 to be distributed over evaluation periods 1-5)</p>	<p>In order to earn any award-fee for this factor, the Contractor must have experienced no fatal accidents on this job. If the Contractor meets this criterion, award-fee entitlement will be based on the AFRB's analysis of overall effectiveness of the safety program throughout the evaluation period.</p>																																						
<p>Compliance with Contract Completion Schedule</p>	<p>In order to earn the award-fee for this factor, the Contractor must have completed the work within the specified time (including any extensions) and must</p>																																						

7% (\$105,000 to be available in evaluation period 5)	have stayed below 29 NTU at least 75% of the time while dredging in all areas. Failure to meet either of these criteria will result in loss of all award-fee allocated to this factor.
Customer Satisfaction 36% (\$540,000 to be distributed as follows: \$40,000 for evaluation periods 1-5; \$500,000 for evaluation period 6)	<ol style="list-style-type: none"> <li>1. Contractor's management assists in defining common goals and improving communications, and fosters a problem-solving attitude among a group that must work together throughout contract performance.</li> <li>2. Contractor engages in cooperative effort to establish an atmosphere of trust and candor in communications.</li> <li>3. Contractor draws on the strengths of each organization to achieve a quality product the first time within budget and on time.</li> <li>4. Contractor offers most efficient form of dispute resolution, i.e., dispute avoidance.</li> <li>5. Contractor effectively coordinates and cooperates with other Contractors and agencies.</li> <li>6. Contractor effectively communicates with Government representatives.</li> <li>7. Contractor completes tasks, reports, etc., in a timely manner.</li> <li>8. Contractor protects natural resources from harm.</li> </ol>
Entitlement to award-fee for the turbidity factor and schedule factor will be determined as stated in criteria column above. Entitlement to award-fee for the safety factor and the customer satisfaction factor will be determined by applying the Grading Table below.	

<b>Grading Table</b>	
<b>Adjectival Rating and % of Award Fee Earned</b>	<b>Description</b>
Excellent 86 – 100%	Contractor's performance of virtually all contract tasks is consistently noteworthy and provides numerous significant, tangible or intangible, benefits to the Government. The few areas for improvement are all minor. There are no recurring problems. Contractor's management initiates effective corrective action whenever needed.
Above Average 66 – 85%	Contractor's performance of most contract tasks is consistently above standard and provides numerous significant tangible and intangible benefits to the Government (e.g., improved quality, responsiveness, increased timeliness,

	or generally enhanced effectiveness of operations). Although some areas may require improvement; these areas are minor and are more than offset by better performance in other areas. Few, if any, recurring problems have been noted, and Contractor takes satisfactory corrective action.
Average 36 – 65%	Contractor's performance of most contract tasks is better than adequate and provides some tangible benefits to the Government in several significant areas. While the remainder of the Contractor's effort generally meets the contract requirements, areas requiring improvement are more than offset by better performance in other areas
Below Average 1 – 35%	Contractor's performance of most contract tasks is adequate with few tangible benefits to the Government due to Contractor's effort or initiative. Although there are areas of good or better performance, these are more or less offset by lower-rated performance in other areas.
Unsatisfactory 0%	Contractor's performance of most contract tasks is inadequate and inconsistent. Quality, responsiveness, and timeliness in many areas require attention and action. Corrective actions have not been taken or are ineffective.



**RESOURCE MAP**

THE RESOURCE AREAS SHOWN ON THIS SHEET WILL BE USED IN CONFORMANCE WITH THE STANDARDS SET FORTH IN THE SPECIFICATIONS TO ESTABLISH THE LOCATION OF THE TEMPORARY EROSION CONTROL MEASURES AND TO DETERMINE THE CONFORMANCE WITH THE STANDARDS WILL BE DONE BY AN INDEPENDENT CONTRACTOR Hired BY THE GOVERNMENT.

 RESOURCE AREA

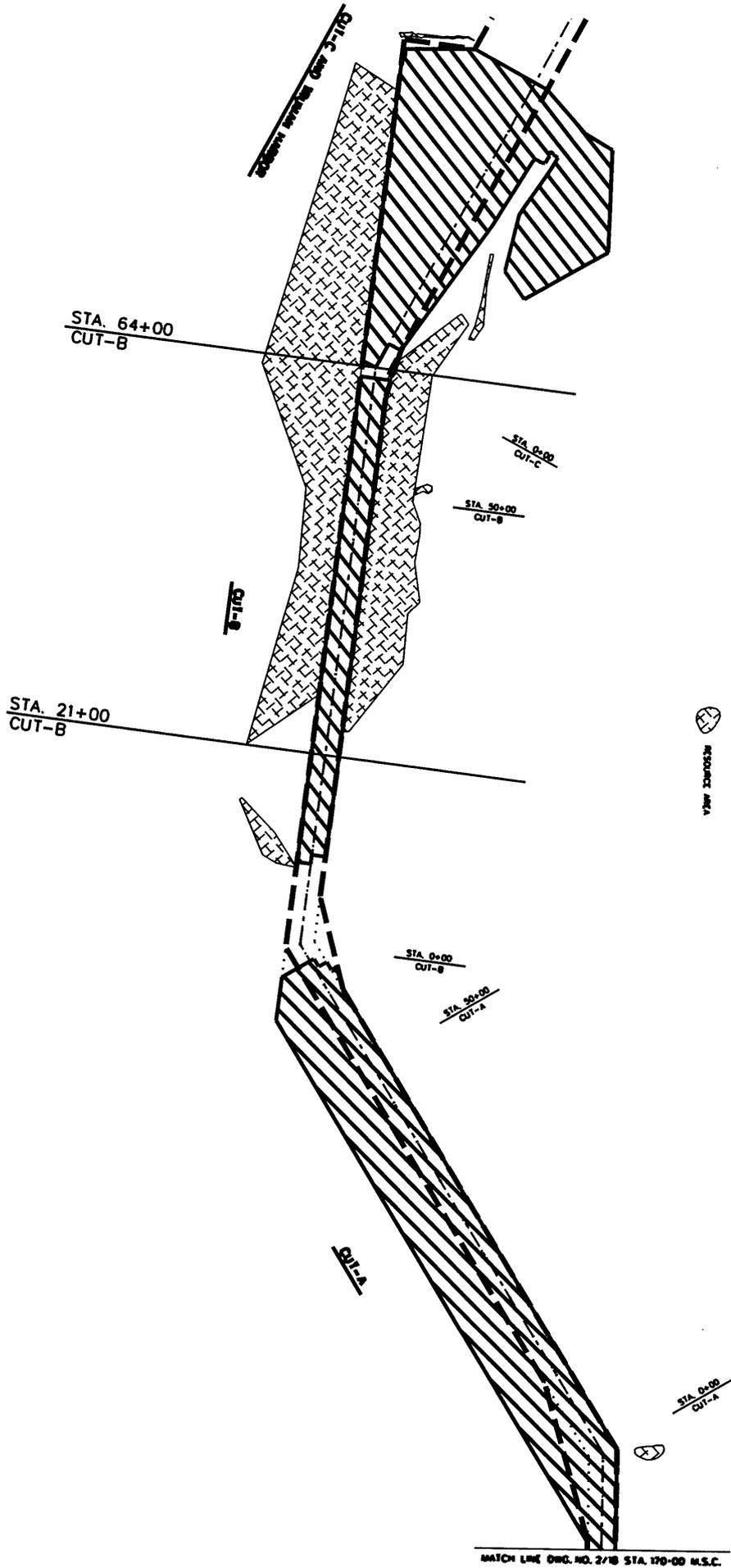
**LEGEND FOR THIS SHEET:**



**GRAPHIC SCALE**

500' 0 500' 1000'

NOTES:  
 1. SEE DWG. NO. 1/2 FOR LEGEND AND SYMBOLS NOTES.  
 2. SEE DWG. NO. 2/1 FOR CHANNEL SYMBOL NOTES.



**RESOURCE MAP**

THE RESOURCE MAPS LOCATED ON THIS SHEET WILL BE USED IN CONFORMANCE WITH THE 1980 RESOURCE MAP ACT AND THE 1982 RESOURCE MAP ACT TO ESTABLISH THE LOCATION OF THE PROPERTY ADJOINING THE STATIONED PROPERTY ADJOINING FOR THE PROJECT. THE STATIONING WILL BE DONE BY THE CONTRACTOR AND WILL BE DONE BY THE CONTRACTOR.

**LEGEND FOR THIS SHEET:**



**GRAPHIC SCALE**

0 500' 1000'

**NOTES:**

1. SEE DRG. NO. 1/7 FOR LEGEND AND GENERAL NOTES.
2. SEE DRG. NO. 2/7 FOR GENERAL SHEET NOTES.

REVISED PLAN

September 11, 2003

U.S. Army Corps of Engineers  
Jacksonville District  
Contracting Division  
P.O. Box 4970  
Jacksonville, Florida 32232-0019

ATTN: Contracts Awards Section/Small and Small Disadvantaged Business

**RE: SUBCONTRACTING PLAN**

Solicitation No. DACA17-02-R-0012, Key West Harbor, Florida, Dredging, 34-Foot Project, Main Ship Channel, Cut-A, Cut-B, Cut-C, and Truman Harbor, Monroe County, Florida

Gentlemen:

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Section 00700, Construction Contract Clause 52.219-9, Small Business Subcontracting Plan (Jan 2002)

STATEMENT OF CORPORATE POLICY

Bean Stuyvesant, L.L.C. (BEAN STUYVESANT) as a contractor for the United States Army Corps of Engineers, understands explicitly the governments requirements that the successful contractor provide the maximum practical opportunity for Small, Veteran Owned Small Business, HUBZone Small Business Concerns, Small Disadvantaged and Women-Owned Small Business Concerns to participate in the performance of the contract's subcontracting program.

We are committed, as a corporate policy, to compliance with both, the letter and spirit of government regulation, dealing with the issue of Small Business (SB), Veteran-Owned Small Business Concerns (VOB), Service-Disabled Veteran-Owned Small Business Concerns (SDVOB) HUBZone Small Business Concerns, Small Disadvantaged Business Concerns (SDBC's), Women-Owned Business Concerns (WOB) and Historical Black Colleges/Minority Institutions (HBCU/MI'S) subcontracting for this proposal.

BEAN STUYVESANT's Subcontracting Plan, which follows, details our commitments in this regard to Public Law 99-661, Section 1207, and Public Law 100-180, Section 806.

1. Goals

Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small Business Concerns, Veteran-Owned Small Business Concerns, (SDVOB) HUBZone Small



Business Concerns, Disadvantaged Business Concerns as subcontractors.

- (a) Small Business Concerns: 57.2% of the total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.
- (b) Veteran Owned Business Concerns (VOB) will be included in the small business concern goal, and (VOB) will be analogous with (SB) in the remaining text of the subcontract plan. 4% of the total subcontracting dollar under this contract will go to Veteran Owned Small Business Concerns.
- (c) HUBZone Small Business Concerns: 14.3% of the total subcontracting dollar under this contract will go to HUBZone Small Business Concerns that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (d) Small Disadvantaged Business Concerns: 8.9% of the total subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals and appears on the list of qualified SDBC maintained by the Small Business Administrator.
- (e) Woman-Owned Business Concerns: 8.1% of the total subcontracting dollar under this contract will go to Women-Owned Business Concerns.
- (f) Service-Disabled Veteran-Owned Small Business Concerns: 3.0% of the total subcontracting dollar under this contract will go to Service-Disabled Veteran Owned Small Business Concerns.

2. Total dollars planned to be subcontracted

The total contract value for this solicitation is \$34,862,688.00 however, the following dollar value correspond to the percentage goals shown in (1) above.

- (i) The total estimated dollar value of planned subcontracting (to all types of vendors) under this plan is:  
     Alternate A: \$5,290,000.00  
     Alternate B: \$5,290,000.00

Note: Both Alternate A&B were bid at the same total amount as stated above.

Description	Alternate A	Alternate B
(ii) Small Business	\$3,025,880.00	\$3,025,880.00
(iii) Veteran Owned Small Business	\$ 211,600.00	\$ 211,600.00
(iv) Hubzone Small Business	\$ 756,470.00	\$ 756,470.00
(v) Small Disadvantaged Business	\$ 470,810.00	\$ 470,810.00
(vi) Women-Owned Small Business	\$ 428,490.00	\$ 428,490.00
(vii) HBCU/MI	\$ 10,000.00	\$ 10,000.00
(viii) Service-Disabled Veteran-Owned Small Business Concerns	\$ 158,700.00	\$ 158,700.00



Note: Subcontract Plan (JAN 2002) does not mention HBCU/MI, but proposal requires an effort for participation)

3. Principle types of supplies and services

A description of the principal type of supplies and services to be subcontracted and an identification of the types planned for subcontracting to (i) Small Business Concerns(ii) Veteran-Owned Small Business Concerns,

(iii) HUB-Zone Small Business Concerns, (iv) Small Disadvantaged Business Concerns, and (v) Woman-Owned Small Business Concerns.

(a) In the past, BEAN STUYVESANT has utilized Large Business, Small, HUBZone, Small Disadvantaged Business, and Woman-Owned Business Concerns in the following supplies and services.

- Fuel & Lube Oil - SB, SDB
- Housing and Subsistence - SB
- Groceries - SB, SDA, HUBZone, VOB, SDVOB
- Dockage - SB, SDA
- Turtle Observers - SB, SDB, WOB
- Manatee Monitoring - SB, SDB, WOB
- Bird Monitoring - SB, SDB, WOB
- Independent Surveyor - SB
- Hull Surveys - SB
- Divers - SB
- Medical Assistance - SB
- Island Utilities - SB
- Office Rental, Key West - SB
- Apartment Rental, Key West - SB, SDB, VOB, SDVOB
- Miscellaneous Rentals - SB, SDB, WOB, HUBZone, VOB, SDVOB
- Operating Supplies and Materials for dredges, tugs, crews, miscellaneous equipment, crew - SB, SDB, WOB, HUBZone, VOB, SDVOB
- Support and Onshore Operations - SB, SDB, WOB, HBCU/MI
- Housekeeping & Sanitation - SB, SDB, WOB
- Miscellaneous Equipment Rental -SB, SDB, WOB, HUBZone, VOB
- Office Supplies - SB, SDB, WOB, HUBZone
- Docking & Marine Facilities - SB, SDB
- Repair Facilities - SB, SDB, WOB
- Machine Shop/Fabrication and Repair - SB, SDB
- Welding Supplies - SB, SDA
- Technical Services - SB, SDB, HBCU/MI
- Miscellaneous Items - SB, SDB, WOB, HUBZone, VOB, HBCU/MI, SDVOB

We intend to continue the use of known SB/HUBZone/SDB/WOB, VOB Concerns in the supplies and services above and will make every effort to expand the list. Note (SB) signifies Small Business, (HUBZone) signifies HUBZone Small Business, (SDB) signifies Small Disadvantaged Business, (HBCU) signifies Historically Black College University/Minority Institutions, (LB)

signifies large business, (WOB) signifies Women Owned Business and (VOB) signifies Veteran-Owned Small Business, (SDVOB) signifies Service-Disabled Veteran-Owned Business Concern.

BEAN STUYVESANT recognizes that only firms certified by the U.S. Small Business Administration as SDB and HUBZone firms can be counted toward our goal achievements in these categories in our plan. Firms will be either verified by PRO-Net or by having the firms submit a copy of their SBA or HUBZone letter of certification.

(b) Specific suppliers to be utilized in Subcontracting Plan

The list of acceptable SB/HUBZone/SDB/WOB, VOB, SDVOB suppliers, which we have used to date in the above mentioned categories, is as follows (all are small business; HUBZone signifies HUBZONE Small Business, SDB signifies Small Disadvantaged Business, WOB signifies Women-Owned Business and HBCU signifies Historically Black College-University/Minority Institutions, VOB signifies Veteran-Owned Small Business, and SDVOB signifies Service Disabled Veteran-Owned Small Business.

The list also shows the name of identified SB, SDB's and HUBZone concerns in our proposal and the extend of commitment such as enforceable commitments (EC) or non-enforceable commitments (NEC) and an estimated dollar amount if known.

Turtle, Manatee and Bird Monitoring

REMSA, Inc. – SB, SDB, WOB                      \$281,100.00 (EC)

Equipment Rentals

P&L Towing & Transportation, Inc. – SB, HubZone                      \$756,400.00 (EC)

Crew Boats - SB                      \$564,700.00 (EC)

Zita Towing -SB                      \$462,800.00 (EC)

Technical Services

T Y Lin International/H.J. Ross - SB                      \$196,850.00 (EC)

Florida International University - HBCU/MI \$ 10,000.00 (NEC)

Rentals

Colby Services - WOB

Tools

Colby Service -WB

Welding

Precision Welding Contracting - SB, SDB                      \$10,000.00 (NEC)

Marine Supplies

Colby Service - SB, WOB

Bonds

Cory, Tucker & Larrowe, Inc. -SB



Office Supplies

Office Essentials - SB, SDB                    \$25,000.00 (NEC)  
A-Z Office Supplies - SDB

Professional Services

Ty Lin International/H J Ross -SB  
Florida International University - HBCU/MI

Fuel and Lubricants

Supplier Unknown at present. -SB,SDB                    \$418,000.00 (NEC)

It is BEAN STUYVESANT intentions to subcontract the purchase of diesel fuel to an unknown SDB concern who will purchase the diesel fuel. BEAN STUYVESANT has used SDB concerns to purchase fuel in projects located in New York and Houston, Texas. We feel confident that we can negotiate a subcontract for the purchase of diesel in the Key West area to achieve our stated goal.

We intend to continue the use of our known SB/HUBZone/SDB/HBCU/WOB Concerns in the categories above and we will expand this list of vendors in the Miami/Keywest area. Also enclosed is a list of vendors which have been used in the State of Florida, and the State of Louisiana.

We are training our field office managers in the company purchasing policies and allowing them more purchasing authorities.

4. A description of the method used to develop the Subcontracting Goals in (1) above

The following methods are used in developing the subcontracting goals.

- (a) Subcontracting plan prior percentages.
- (b) Availability of vendors in various geographic locations as indicated by prior experience.
- (c) Availability of vendors in project locations which could increase the number of HUBZone/SDB/HBCU/WOB sources to award subcontracts.
- (d) Known values of subcontracts to HUBZone/SDB/HBCU/WOB

5. A description of the method used for the outreach to identify potential sources for solicitation purposes.

Potential sources are identified as follows.

- (a) Existing company's vendor list.
- (b) Advertisements are run in local newspaper and federal publications.
- (c) Make maximum use of the new SB/HUBZone/SDB/WOB/HBCU/MI names received from the Procurement Marketing and Access Network (PRO-NET), and the National Minority Purchasing Council Vendor Information Service.

- (d) New SB/HUBZone/SDB/WOB/HBCU/MI letters received from SBA and individual businesses.
  - (e) Seek out, through their own industry contracts, new and capable SB/HUBZone/SDB/WOB/HBCU/MI suppliers and technical support.
  - (f) Attend small and minority business conferences and trade fairs.
6. A statement as to whether or not the offerer included indirect costs in establishing subcontract goals and a description of the method used to determine the proportioned share of indirect cost to be incurred with (i) Small Business Concerns, (ii) HUBZone Small Business Concerns and (iii) Small Disadvantaged Business Concerns, (iv) Women-Owned Small Business Concerns.

Indirect and overhead costs have not been included in establishing goals for both Small , HUBZone Small Business Concerns, Small Disadvantaged and Women-Owned Small Business Concerns.

The name of the individual employed by the offerer who will administer the offerers subcontracting program and a description of duties of the individual.

The following individual will administer the subcontracting program.

C.J. Barrois  
Bean Stuyvesant, L.L.C.  
1055 St. Charles Avenue  
New Orleans, LA 70130  
Telephone:(504)587-8600  
cjbarrois@cfbean.com

This individuals' specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual requirements contained in this plan, including, but not limited to:

- (a) Developing and maintaining bidders list of Small, HUBZone Small Business Concerns and Small Disadvantaged Business Concerns from all possible sources.
- (b) Ensuring that procurement packages are structured to permit Small, HUBZone Small Business Concerns and Small Disadvantaged Business Concerns to participate to the maximum extent possible.
- (c) Assuring inclusion of Small, HUBZone Small Business Concerns and SDB Concerns in all solicitation for products or services which they are capable of providing.
- (d) Reviewing solicitations or remove statements, clauses, etc., which may tend to restrict or prohibit SB, HUBZone and SDB participation.

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- (e) Ensuring periodic rotation of potential subcontractors on bidders lists.
  - (f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by Small, HUBZone and Small Disadvantaged Business Concerns.
  - (g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
  - (h) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
  - (i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
  - (j) Monitoring attainment of proposed goals.
  - (k) Preparing and submitting periodic subcontracting reports required.
  - (l) Coordinating contractor's activities during the conduct of compliance reviews by Federal agencies.
  - (m) Coordinating the conduct of contractor's activities involving its Small and Small Disadvantaged Business subcontracting program.
8. A description of the efforts the offerer will assure that Small Business Concerns, HUBZone Small Business Concerns and Small Disadvantaged Business Concerns and Women-Owned Small Business Concerns have an equitable opportunity to compete for subcontracts.

As stated in BEAN STUYVESANT's purchasing policies, "Any purchases over \$1,000 will require at least three written quotes from vendors with documentation as to the rationale for vendor selected. Known Small, HUBZone Small Business Concerns, Small Disadvantaged and Women-Owned Business Concerns are given the opportunity to submit written quotations in the subcontracting program. BEAN STUYVESANT maintains an open door policy to all suppliers wishing to participate and emphasis is continually placed on locating additional Small, HUBZone Small Business Concerns and Small Disadvantaged and Women-Owned Business Concerns. This will be accomplished through outreach efforts as follows:

- (a) Contacts with minority and small business trade associations.
- (b) Contacts with business development organizations.
- (c) Attendance at small and minority business procurement conferences and trade fairs.
- (d) Develop a unique outreach program that will include the use of Historical Black Colleges



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and Universities and Minority Institutions (HBCU/MI) in nontraditional areas such as technical assistance and marketing applications. Set-aside acquisitions for exclusive HBCU and MI participation maybe used if project needs technical assistance which higher educational institutions can provide.

- (e) Sources will be requested from the Procurement Marketing and Access Network (PRO-NET).

The following internal efforts will be made to guide and encourage buyers:

- (a) Workshop, seminars and training programs will be conducted.
- (b) Activities will be monitored to evaluate compliance with this subcontracting plan.

Small, HUBZone Small Business Concerns and Small Disadvantaged Business Concern source lists, guides and other data identifying Small, HUBZone Small Business Concerns and Small Disadvantaged Business Concerns will be maintained and utilized by buyers in soliciting subcontracts.

- 9. Assurances that the offerer will include the clause in this contract entitled "Utilization of Small Business Concerns".

BEAN STUYVESANT agrees that the clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities. All subcontracts in excess of \$500,000 (\$1,000,000.00 for construction) will be required to adopt and comply with a subcontracting plan similar to this one. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or review of applicable records and subcontracting program progress.

- 10. Assurances that the offerer will (i) cooperate in any studies or surveys as may be required (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offerer with the subcontracting plan (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual contracts, and /or SF 295, Summary Subcontract Report, in accordance with the instruction on the form, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

BEAN STUYVESANT agrees to the following:

- (a) Cooperate in any studies or surveys as may be required.
- (b) Submit periodic reports in order to allow the government to determine the extent of compliance by the offerer with the subcontracting plan.
- (c) Submit Standard Form (SF) 294, Subcontracting Report for Individuals Contracts, and/or SF 295, Summary Subcontracting Report, in accordance with instructions on the forms.



- (d) Ensure that its subcontractor agrees to submit Standard Forms 294 and 295.
11. A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerer's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontractors to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated).

All of BEAN STUYVESANT's purchase orders are maintained and reviewed by accounting and the project managers or assistant project managers. Each purchase order will be accompanied by documentation which documents the cost efficiency and reasonableness of the award as well as the type of service (NAICS Code) and its classification as small, large, or minority business. Data will be compiled on a quarterly basis to identify all vendor awards, their dollar amount and their classification as a large/small/minority business concern.

This system, which forms the back-bone of BEAN STUYVESANT's procurement system, is also an internal part of our Subcontracting Plan. As part of this plan, BEAN STUYVESANT agrees to maintain the following records.

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating -
  - (A) Whether small business concern were solicited and, if not, why not;
  - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
  - (C) Whether HUBZone small business concerns were solicited and, if not, why not;
  - (D) Whether small disadvantaged business concerns were solicited and, if not, why not;
  - (E) Whether women-owned small business concerns were solicited and, if not, why not; and
  - (F) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact -
  - (A) Trade association;
  - (B) Business development organizations;
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and



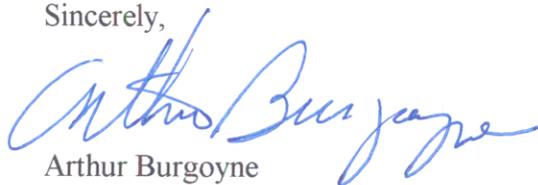
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- (D) Veterans service organizations,
- (v) Records of internal guidance and encouragement provided to buyers through-
- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by BEAN

STUYVESANT to the Government, including the name, address, and business size of each subcontractor, Contractors having commercial plans need not comply with this requirement.

- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, BEAN STUYVESANT will perform the following functions:
  - (1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors were excessively, long reasonable effort shall be made to give all such small business concerns and opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decision.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentation of business status as small, veteran-owner small business, HUBZone small business concerns, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

Sincerely,



Arthur Burgoyne  
Estimating Manager  
aburgoyne@cfbean.com

AB:lgp

### 3.2 LISTING OF EXCAVATION AND TRANSPORTING EQUIPMENT AND ACCOMPANYING VESSELS

DREDGE/VESSEL ID	DREDGE/VESSEL TYPE	DRAFTS	CONSTRUCTION METHOD
Maricavor (Bean)	Hydraulic excavator dredge, Komatsu PC3000 Aquadigger	6.0 feet	Excavation of loose sediments for upland disposal, unclassified and rock materials suitable for offshore disposal
Terraferre 301 (Bean)	3,000 CY split hull dump scow	3.0 feet light 17.0 feet loaded	Loading, transportation, and disposal of unclassified and rock materials
Terraferre 302 (Bean)	3,000 CY split hull dump scow	3.0 feet light 17.0 feet loaded	Loading, transportation, and disposal of unclassified and rock materials
Eagle 1 (Bean)	Trailing suction hopper dredge, 6,400 CY capacity	14.0 feet light 22.5 feet loaded	Excavation, transport, and disposal of unclassified material suitable for offshore disposal
Bonacavor (Bean)	Hydraulic excavator dredge, Liebherr P984 Litronic	5.0 feet	Excavation of loose sediments for upland disposal
Barge 1 (TBD)	1,500 CY hopper barge	2.0 feet light 8.0 feet loaded	Loading and transportation of loose sediments for upland disposal
Barge 2 (TBD)	1,500 CY hopper barge	2.0 feet light 8.0 feet loaded	Loading and transportation of loose sediments for upland disposal
Tug American Champion (American Marine Corporation)	Offshore tugboat, twin screw, 2,600 HP	15.0 feet	Transportation of 3,000 CY dump scows for offshore disposal, tending dredge Maricavor
Tug Amanda K (P&L Towing & Transportation)	Inland tugboat, twin screw, 900 HP	7.5 feet	Transportation of 1,500 CY hopper barges for upland disposal, tending dredge Bonacavor

We are cognizant of the fact that submerged resources flank the Key West/Truman Harbor project site in the Main Ship Channel, Cuts A, B, and C, and the Turning Basin. The resources vary in depth along the project limits. Some patch reefs outside the channel are as shallow as 17' MLLW. Therefore, our work plan includes equipment that will maintain a minimum of 7.5' clearance beneath the hull in our work areas and avoidance of the patch reefs that flank the channel as shown on the contract drawings (see The Resource Map on the following page).

### 3.3. PROTECTION OF ENVIRONMENTAL RESOURCES DURING WORK

During the preparation of our work method, Bean and TYL/HJR reviewed all of the available studies, reports, and documentation regarding the environmental resources that we can expect under this contract. Our understanding of the primary points of concern are given below:

- The entire project area is located in the Outstanding Florida Waters Florida Keys National Marine Sanctuary (FKNMS).
- The primary environmentally protected areas of concern include sea grasses, hard bottom (including coral reefs), endangered species, indigenous marine life, and other essential fish habitat.
- Operational concerns include turbidity (water quality), disturbing the existing sea bottom, anchoring, hydraulic dredge pipeline, drafts of dredging and support equipment, discharge of ballast or bilge water, and fueling of dredging and support equipment.



Dredging in Antigua with cutter-suction dredge-note turbidity



Rock cutterhead

#### REASONING FOR PROPOSED EQUIPMENT AND METHODS

Except for the legitimate environmental concerns and regulations, dredging of the Key West/Truman Harbor project appears to be relatively straightforward. Considering the genuine concerns of the local, State, and Federal environmental regulatory agencies as well as the environmental restrictions articulated in the contract specifications and permits, we have determined that the best combination of technical merit, environmental protection, and price is realized through the use of environmental, mechanical, and hopper dredging techniques and our proprietary equipment and methods. We reached this conclusion after considering the more conventional technique of cutter suction dredging.

In terms of the distance to the disposal site, material characteristics, and possibly economics, the Key West/Truman Harbor dredging project appears to be suited for a large cutter suction dredge. The rock is, for the most part, sufficiently “soft” for a large cutter, and the pumping distances are reasonable with the addition of a booster pump. In our view however, cutter suction dredging will create substantial adverse environmental impacts to the FKNMS. Consider the following points:

- Given the material type, Bean knows from experience that cutter suction dredging will result in increased turbidity over properly designed and executed mechanical dredging techniques. We believe that water quality is better preserved with Bean’s mechanical dredging techniques and proprietary technology.
- Laying a submerged line over the length of the project, as would be required with a cutter suction dredge, results in an increased risk of damage to submerged environmental resources and navigation hazards.
- The possibility exists for a breach or break in the submerged pipeline, potentially impacting submerged environmental resources.
- All cutter suction dredges utilize some amount of floating pipeline. Floating pipeline would create a navigation hazard to recreational boaters in the area.
- Cutter suction dredging of the rock materials will result in the addition of a great deal of water in the slurry; as much as 9 parts water to 1 part soil and rock on a volume basis. Given the fact that the Fleming Key DMMA is limited to approximately 50 acres, we anticipate water quality violations with the effluent, as well as substantial dike dimensions and elevations.
- The “no anchor” zones will result in inefficient cutter suction dredging techniques within much of the dredging limits, and will represent a risk to the FKNMS without significantly reducing damage to sensitive hard bottom habitats caused by inaccurate anchor placement.

Our environmental protection methods for (1) Extraction of the material; (2) Transferring the material to the placement area; and (3) Placing the material will incorporate the following features:

- Provide and maintain accurate horizontal and vertical positioning equipment on the dredges, tugs, and dump scows.
- Dredge using equipment and techniques that minimize turbidity and disturbance to the sea bottom (no anchors on the project).
- Utilize shallow draft equipment when possible, and always maintain working lanes for equipment that provides four feet of clearance between the hull and the bottom at a minimum.
- Protect endangered species (manatees, sea turtles, right whales, and migratory birds) through education of our work force and the use of NMFS-certified observers.



Our detailed plan is described in the paragraphs below.

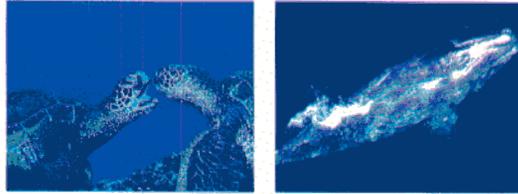
## **EXTRACTION OF THE UNCLASSIFIED MATERIAL.**

### **TRAILING SUCTION HOPPER DREDGE EAGLE 1**

The Eagle 1 will dredge the sections with soft sediments allowed for offshore disposal. Most of the acceptance sections contain "no anchor zones" on the red and/or green sides of the channel, indicating that submerged resources exist in the area as per the contract drawings.

**Turbidity:** Our past experience shows that the calcareous sands and silty sands that are expected in the sections will stay in suspension longer than quartz sands. We do not anticipate excessive turbidity violations from excavation, since the primary source of turbidity associated with hopper dredging is the overflow of water from the hopper during the loading cycle. Therefore, in order to minimize turbidity during dredging, we will not overflow from the hopper during the loading cycle. In addition to the third party monitoring contractor, we will take turbidity measurements with our own in-house forces during dredging to ensure that we do not exceed the specified turbidity limits.

**Endangered Species:** Hopper dredges can present a risk to sea turtles during loading operations. In order to protect against harming sea turtles, we have installed rigid turtle deflectors as described in Specification Section 01355, Paragraph 3.1.5.6. We will employ licensed turtle observers from REMSA, Inc., a NMFS-approved, woman-owned small business enterprise, on a 24 hour basis. REMSA also performs sea turtle trawling in the event that it becomes necessary. In addition, REMSA will provide observers that are NMFS-approved for the Northern Right Whale, known to inhabit the Atlantic Ocean from December until March.



**Submerged Resource Protection:** The primary resources that we must protect are hard bottom and reef areas. The contract specifications state that the Contractor must maintain idle-no wake speeds when less than 4' of clearance exists between the hull and the existing bottom. For hopper dredge work, this risk is possible only during turning of the dredge. To eliminate the risk of damage to submerged resources, Bean will input the -30' MLW profile on our positioning software (Dredge View Hopper, described in Section 3.1 above.). The Eagle 1 has a draft of 22.5' when fully loaded. Since we will not overflow from the hopper, we will not develop a full hopper load, and therefore will draft somewhat less than 22.5 feet. Therefore, under our work plan, we will provide a minimum clearance of 7.5' (at low water) between the keel and the existing bottom, while leaving sufficient area for safe turning. We will turn the dredge only when well clear of submerged habitats. The limits of the submerged habitats given on the contract drawings will be input in DVH as a visual guide to our crew.





## EXTRACTION OF THE LOOSE SEDIMENT.

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### HYDRAULIC EXCAVATOR DREDGE BONACAVOR AND MARICAVOR

The Bonacavor and Maricavor will dredge the sections that contain loose sediments scheduled for upland disposal. Most of the sections contain “no anchor zones” on the red and/or green sides of the channel, indicating that submerged resources exist in the areas that require protection as per the contract drawings. The Bonacavor will extract the material with our hydraulic excavator dredge Bonacavor equipped with our proprietary Horizontal Profiling Grab (HPG) bucket. The Maricavor will extract the material with a closed conventional excavator bucket. A digging envelope for the Bonacavor is shown in the document.

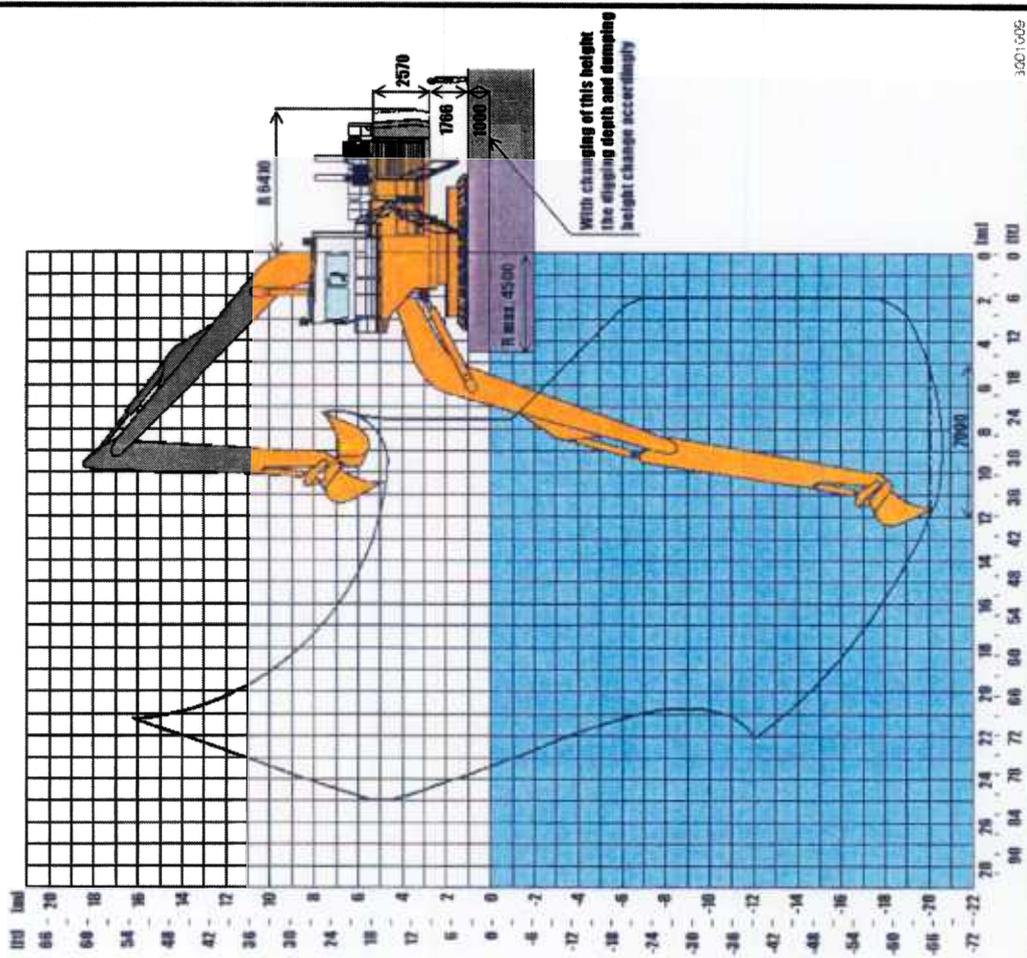
**Turbidity:** We expect the loose material to consist of a fine calcareous sandy silt and silty sand particles, with gravel. Because the calcareous sandy silt and silty sand particles tend to stay in suspension longer than clean quartz sands, it is important to minimize turbidity at the source, which is at the point of excavation, and to dredge in a controlled manner with production balanced against the risk of resuspending sediment to levels exceeding those given in the contract specifications. (See next page)

We will control turbidity through use of the following equipment and techniques:

- We will use the hydraulic excavator dredges Bonacavor and Maricavor to extract the loose sediment, in lieu of a crane/standard bucket dredge. The buckets are fixed to the digging arm, which provides positive control in all directions.
- The Bonacavor and Maricavor work on spuds rather than anchors. Working on spuds provides barge stability, thereby increasing control and accuracy and minimizing turbidity. Since the dredges are equipped with stern walking spuds, we do not need to employ any anchors for forward movement of the dredge.
- We will use our proprietary Crane Monitoring System for dredging horizontal and vertical position. The system provides the operator with real-time information of dredge and bucket position in the X, Y, and Z planes (See Package 2, “Past Performance: Equipment” for a complete description of CMS).
- On the Bonacavor, we will use our proprietary HPG, a sealed, hydraulically controlled clamshell bucket. Bean used this technology on the New Bedford Harbor Pre-Design Field Test, described in Section 3.1 above, and achieved many “non-detectible” turbidity levels from our dredging operations.
- On the Maricavor, we will use a closed conventional excavator bucket, used successfully on the KVK projects in New York Harbor.
- We will control the speed at which the bucket is lowered into the sediment, the speed at which the bucket is closed, and the speed at which the bucket is raised from the bottom. Controlling the bucket speed in the vicinity of the bottom minimizes disturbance of the in-situ sediment.

# PC 3000 Aquadigger

Boom	15.0 m	(49.2 ft)
Stick	10.0 m	(32.8 ft)
Reach Depth	20.6 m	(67.6 ft)
Bucket Capacity	SAE 4.5 m <sup>3</sup>	(5.9 yd <sup>3</sup> )
Density	1.8 t/m <sup>3</sup>	(3,050 lbs/yd <sup>3</sup> )
Break-out Force	380 kN	(85,410 lbs)
Tear-out Force	370 kN	(83,170 lbs)

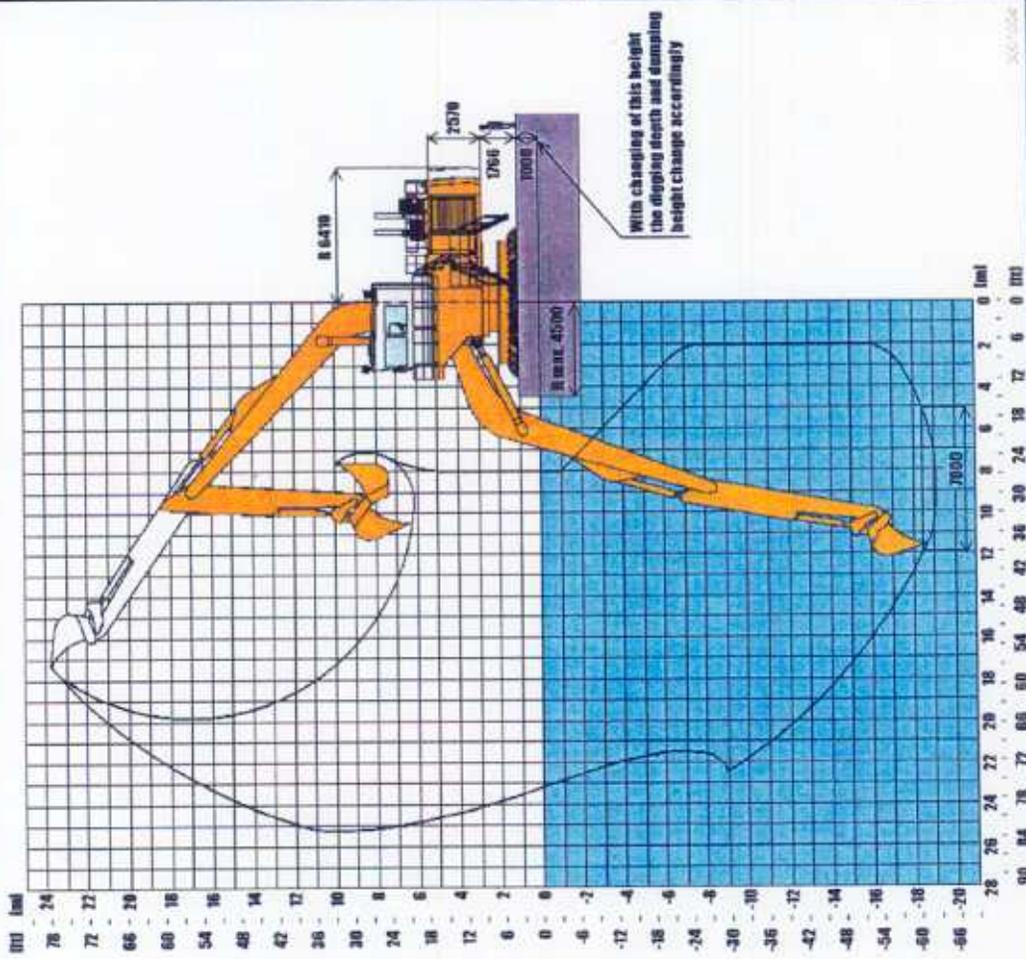


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# PC 3000 Aquadigger

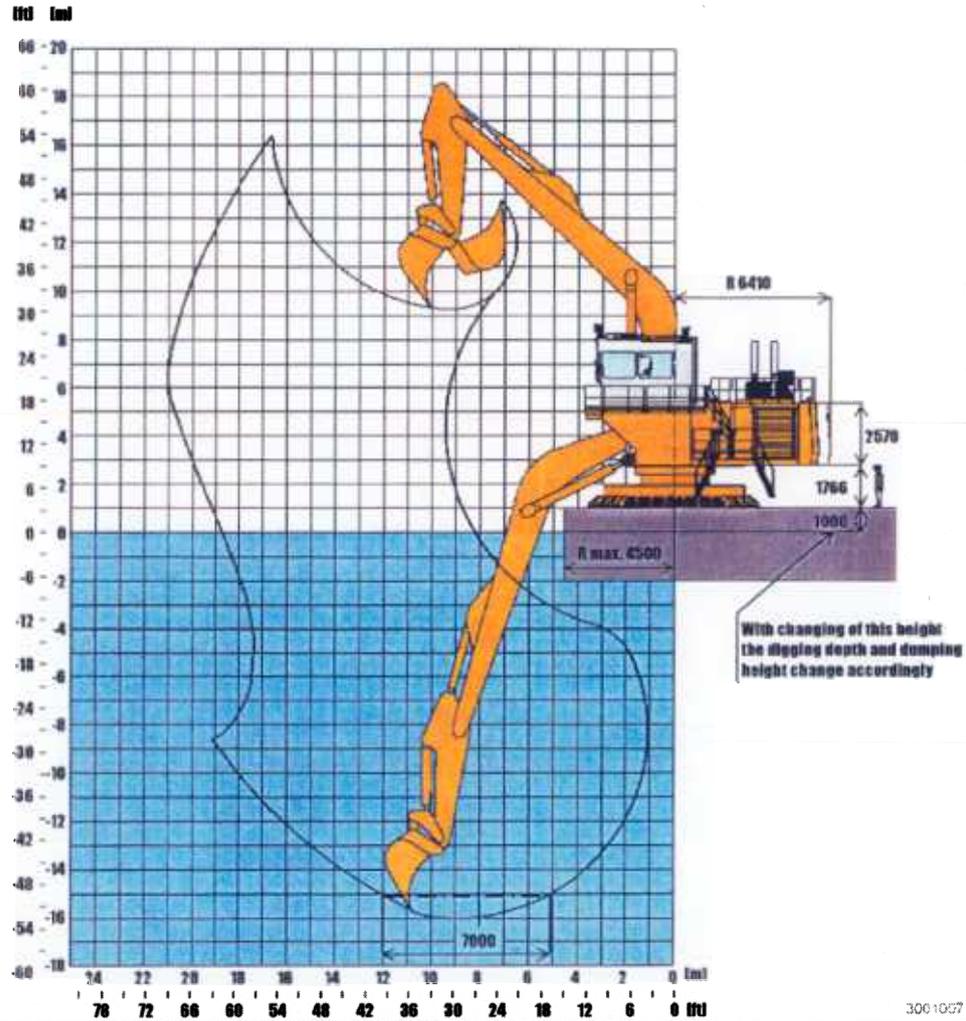
Boom	15.0 m	(49.2 ft)
Stick	8.5 m	(27.9 ft)
Reach Depth	19.1 m	(62.6 ft)
Bucket Capacity	SAE 4.5 m <sup>3</sup>	(5.9 yd <sup>3</sup> )
Density	1.8 t/m <sup>3</sup>	(3,050 lbs/yd <sup>3</sup> )
Break-out Force	500 kN	(112,390 lbs)
Tear-out Force	420 kN	(94,400 lbs)



**KOMATSU**  
MINING EQUIPMENT

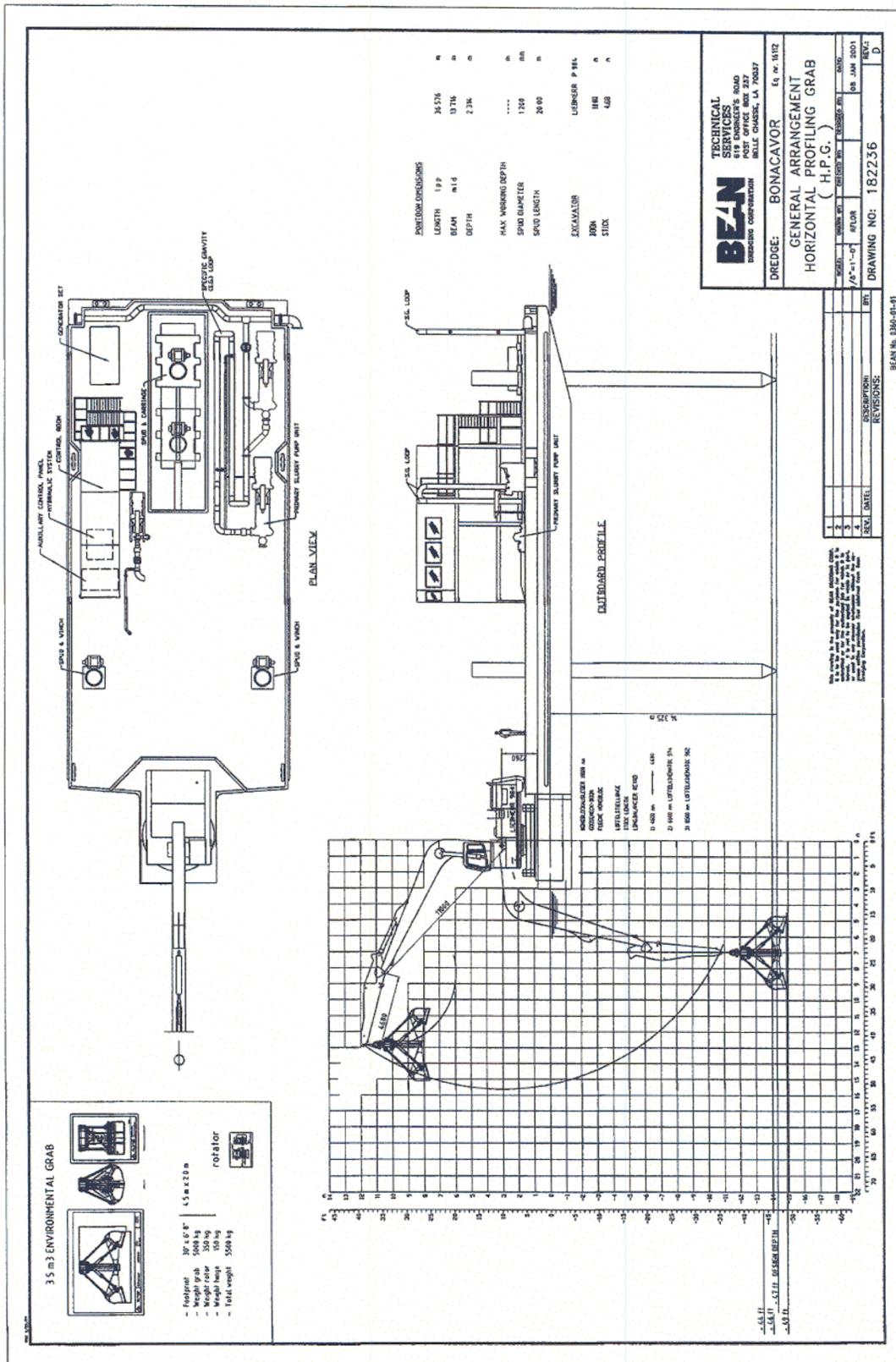
# PC 3000 Aquadigger

Boom	15.0 m	(49.2 ft)
Stick	5.0 m	(16.4 ft)
Reach Depth	16.0 m	(52.5 ft)
Bucket Capacity		
SAE	6.1 m <sup>3</sup>	(8.0 yd <sup>3</sup> )
Density	1.8 t/m <sup>3</sup>	(3,050 lbs/yd <sup>3</sup> )
Break-out Force	760 kN	(170,830 lbs)
Tear-out Force	600 kN	(134,860 lbs)



**KOMATSU**  
MINING GERMANY

3001007





**Endangered Species:** Dredges can present a possible risk to endangered species, specifically the West Indian Manatee, particularly near waterfront structures. In order to prevent harm to manatees, we will employ NMFS-licensed manatee observers from REMSA, Inc. on our dredge on a 24-hour basis. We will follow the contract requirements to protect against harm to manatees, including:

- Providing a minimum stand-off distance of 4 feet between any two vessels that are moored together.
- Instituting precautions if a manatee is sighted within 100 yards of the project area, including immediately alerting any vessels, tugs, crewboats, etc. of the location of the manatee such that said equipment will stay at least 100 feet from the manatee.
- Ceasing operations if a manatee is sighted within 50 feet of the work area. We will not commence operations until the manatee has departed the project area, as verified by our NMFS-approved observer.
- Fully educating and informing all of our crew members and subcontractors of the permit and contract requirements, and of the procedures to be implemented in the event of a manatee sighting.

**Submerged Resource Protection:** We will eliminate the risk of anchor damage to the submerged reefs by use of spuds within the channel. In the vicinity of coral heads on the channel walls, particularly the west side of Cut C and the Turning Basin, we will rely on our CMS to avoid damage to any of the existing coral heads on the channel wall. We will dredge no closer than 3 feet of the toe line to avoid damage to the coral heads. In terms of extraction of dredged material, we present no risk to the submerged resources in the work area.

We anticipate that we will be required to move the dredge and attendant plant out of the channel for passing cruise ships or Navy vessels. In order to avoid damage to any submerged habitat, we will not spud down outside of the channel during ship passages. We will pick up spuds and have our tender tug hold the floating plant until the vessels safely pass the work area. Our CMS will delineate the reef area and soundings, which will enable us to avoid submerged habitat areas while transiting into and out of the channel.

Our 1,500 CY hopper barges will draft approximately 8 feet when loaded. The contract drawings do not indicate any areas shallower than 17' in the vicinity of the work limits. Therefore, we will not anticipate a risk to submerged resources through grounding of our barges during loading or transport.



## **EXTRACTION OF ROCK AND UNCLASSIFIED MATERIAL.**

### **HYDRAULIC EXCAVATOR DREDGE MARICAVOR**

The Maricavor will dredge the sections with rock and unclassified material allowed for offshore disposal. Rock pinnacles may exist above grade in many of the Acceptance Sections. Most of the sections contain “no anchor zones” on the red and/or green sides of the channel, indicating that submerged resources exist in the areas that require protection as per the contract drawings. The materials listed as “unclassified” materials are expected to be predominantly limestone with a mixture of sand and sand-sized particles, cobbles, and boulders, and pinnacles of in-situ rock. Sections 10B-15B are predominantly in-situ limestone. We will extract the material with our hydraulic excavator dredge Maricavor, one of the largest dredges of its type in the world.

**Turbidity:** The extraction of rock presents fewer turbidity concerns than the extraction of the loose sediments. Sections 10A-15A, which overlay the Sections 10B-15B, contain the loose sediments that must be disposed of at Fleming Key. The loose sediments will be “stripped” by the Bonacavor equipped with our proprietary HPG bucket, thereby substantially removing the risk of turbidity for the rock dredging in Sections 10B-15B. The remaining limited risks for rock dredging include turbidity generated at the digging tool through excavation and raising the loaded bucket through the water column.

We will control turbidity through use of the following equipment and techniques:

- We will use the Maricavor, our mechanical excavator, for extracting rock and unclassified material. The Maricavor works on spuds rather than anchors. Working on spuds provides barge stability, thereby increasing control and accuracy and minimizing turbidity. Since the Maricavor is equipped with a stern walking spud, we do not need to employ any anchors for forward movement of the dredge.
- When dredging the loose sediments, the unclassified materials, and the rock, we will install our sealed bucket system on the Maricavor stick (see following photo below). As the bucket is crowded closed, the lid is sealed, preventing any spillage or discharge of material.

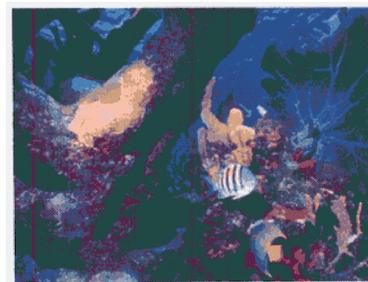


Closed bucket system on Maricavor.

- We will use our proprietary Crane Monitoring System for dredging horizontal and vertical position. The system provides the operator with real-time information of dredge and bucket position in the X, Y, and Z planes (See Package 2, "Past Performance: Equipment" for a complete description of the CMS).
- We will control the speed at which the bucket is lowered into the material, the dredging speed, and the speed at which the bucket is raised through the water column.

**Endangered Species:** Dredges present a possible risk to endangered species, specifically the West Indian Manatee, particularly near waterfront structures. In order to prevent harm to manatees, we will employ NMFS-licensed manatee observers from REMSA, Inc. on our dredge on a 24-hour basis. We will follow the contract requirements to protect against harm to manatees, including:

- Providing a minimum stand-off distance of 4 feet between any two vessels that are moored together.
- Instituting precautions if a manatee is sighted within 100 yards of the project area, including immediately alerting any vessels, tugs, crewboats, etc. of the location of the manatee such that said equipment will stay at least 100 feet from the manatee.
- Ceasing operations if a manatee is within 50 feet of the work area. We will not commence operations until the manatee has departed the project area, as verified by our NMFS-approved observer.
- Fully educating and informing all of our crew members and subcontractors of the permit and contract requirements and of the procedures to be implemented in the event of a manatee sighting.



**Submerged Resource Protection:** Because the Maricavor uses spuds instead of anchors, the risk of anchor damage to the submerged reefs is eliminated. Further, it is clear from our review of the submerged habitat resources that flank the channel limits, that impacts from grounding must be avoided. Our 3,000 CY scows draw a maximum of 17' to the ABS load line. If we were to load the scows outside of the channel limits, there is a chance of grounding the scows over the patch reefs adjacent to stations 30+00 to 36+00 on west edge of the Turning Basin (Acceptance Section 13). These nearly vertical walls contain abundant coral and submerged resources, according to the FKNMS.

In order to eliminate the risk of grounding our scows, we will moor the scows to the dredge within the channel limits. We will then load the scows on our port side when working the red toe of the channel and on our starboard side when working the green toe of the channel. When working to the far northwest corner of Section 13, we will orient the dredge longitudinal axis with the north edge of the turning basin and load the barges on our starboard side. Loading in this manner ensures that our barges will always be within the work limits.

We anticipate that we will be required to move the dredge and attendant plant out of the channel for passing cruise ships or Navy vessels. However, it will not be necessary to spud down outside of the channel during ship passages. In order to avoid damage to any submerged habitat, we will pick up spuds, and our tender tug will hold the floating plant until the vessels safely pass the work area. Our CMS will delineate the reef area soundings, which will enable us to avoid submerged habitat areas while in transit out of the channel.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.



### **METHOD FOR TRANSFERRING THE UNCLASSIFIED MATERIAL TO THE PLACEMENT AREA.**

#### **TRAILING SUCTION HOPPER DREDGE EAGLE 1**

Bean will place the material dredged by the Eagle 1 in the designated offshore DMMA. The risks to the environment for offshore disposal are limited but could include turbidity, damage to submerged resources, and risk to endangered species if proper techniques are not employed.

**Turbidity:** The hopper dredge Eagle 1 has a sealed hopper, eliminating the chance of any turbidity caused by leakage. In addition, we will adhere to the contract requirement that precludes any overflow during transport to the disposal area. The only possible impact to turbidity during transport is that created by the ship's wheel wash during transit into and out of the ship channel. However, as stated by the USACE during the July 23, 2003, pre-proposal meeting, turbidity caused by wheel wash will not be measured.

**Endangered Species:** Bean will employ NMFS-approved endangered species observers on the bridge 24 hours per day. In the event of a protected species sighting, we will follow the requirements given in the contract documents. Consequently, our methods present no risk in regard to endangered species.

**Submerged Resource Protection:** The Eagle 1 will follow an approved route to the offshore DMMA. The ship will remain in sufficiently deep water to avoid any impacts to submerged habitat. Therefore, our methods present no risk in regard to submerged resources.

## **METHOD FOR TRANSFERRING THE LOOSE SEDIMENT TO THE PLACEMENT AREA.**

### **HYDRAULIC EXCAVATOR DREDGE BONACAVOR**

Bean will load the material dredged by the Bonacavor into sealed hopper barges measuring 35 feet in width, 195 feet in length, and 12 feet in depth. The barges draft approximately 1.5 feet empty and will draft approximately 8 feet when loaded with a safe, stable load. We will use shallow draft tugs to transport the barges to the offloading site, located adjacent to the Ammunition Pier on Fleming Key. The offloading site will consist of a 180 foot by 50 foot by 12 foot deep spud barge moored along the axis of the Ammunition Dock, creating a temporary pier that can be moved if access to the dock is required by the Navy or the Coast Guard. The spud barge will serve as both a mooring platform for the dredge barges and as an offloading platform for the SPU equipment, which will be used to transfer the dredged material from the hopper barge to the Fleming Key DMMA.

The possible risks to the environment could include damage to submerged resources and risk to endangered species if the proper precautions are not taken.

**Turbidity:** Turbidity is not a risk for barge transfer since the hoppers are completely water tight units.

**Endangered Species:** The REMSA, Inc. NMFS-approved endangered species observers will alert all work vessels to the presence of any endangered species in the area. In addition, our tug captains from P&L Towing pilot the majority of the ships that call on docks along the Miami River, which is known to have frequent manatee sightings. Therefore, our tug captains are already accustomed to looking out for and avoiding manatees. Nevertheless, as an additional protective action to ensure protection of endangered species, we will inform the tug captains of the requirements given in the contract specifications, and train them on the specific requirements given in the contract.

Prior to making a landing at the Fleming Key DMMA, we will survey the site for the presence of any manatees. If manatees are sighted within the limits given in the contract specifications, the tug captain will alter his speed and heading to comply with the permit requirements. The tug will not make a landing until the manatees have cleared the area of their own accord. We will provide a minimum four foot stand-off between our barge and the unloading platform to avoid crushing risks to manatees.

**Submerged Resource Protection:** The tug and barge will follow an approved route to the Fleming Key DMMA, remaining in sufficiently deep water to provide more than 4' of clearance between the keel and the bottom. We will perform a sea grass survey prior to work to ensure that we will not damage or shade any existing sea grass beds. The locations of any sea grass will be programmed into the tug positioning system. In addition, Coast Guard ships often call on the Ammunition Dock, setting a precedent for ingress and egress of marine vessels in the area. Therefore, our methods present no risk to submerged resource protection.



### **METHOD FOR TRANSFERRING THE ROCK AND UNCLASSIFIED MATERIAL TO THE PLACEMENT AREA.**

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#### **HYDRAULIC EXCAVATOR DREDGE MARICAVOR**

We will load the material dredged by the Maricavor into our 3,000 CY split-hull dump scows Terraferre 301 and Terraferre 302. The barges draft approximately 3 feet when empty and will draft approximately 17 feet when loaded. We will use the tug American Champion to transport the scows to the disposal site. Potential environmental risks include turbidity through leakage, damage to submerged resources, and impacts to endangered species if the proper precautions are not taken.

**Turbidity:** Our dump scows have large D-ring seals along the bottom hopper joint and overlapping lips along the vertical joints, greatly reducing the risk of leakage. At disposal, we will ensure that all of the material is evacuated from the hopper before closing the scow, eliminating the risk of damaging the D-ring seals.

**Endangered species:** Our NMFS-approved endangered species observers will alert all work vessels to the presence of any endangered species in the area. In addition, the tug captains from American Marine have worked extensively in Miami Harbor during the 1998-1999 deepening project. Miami Harbor is known to have frequent manatee sightings. Therefore, our tug captains are already accustomed to looking out for and avoiding manatees. In addition, American Marine has towed dredged material through marine sanctuaries such as the Gulf of the Farallones, Channel Islands, Hawaii Humpback Whale, and in American Samoa without a single incident. As an additional precaution, we will inform the tug captains of the requirements given in the contract specifications, and train them on the specific requirements given in the contract.

**Submerged Resource Protection:** The tug and barge will follow an approved route to the offshore DMMA, remaining in sufficiently deep water to provide more than 4' of clearance between the keel and the bottom. In addition, the Champion will tow with a floating 9" poly-dacron soft line. American Marine is currently using this line on our KVK projects in New York Harbor. Therefore, our methods present no risk to submerged resource protection.

### **METHOD FOR PLACING THE MATERIAL IN THE OFFSHORE DMMA**

Bean will place the material dredged by the Eagle 1 and Maricavor at the offshore DMMA. The primary environmental risk is misplacement of the material outside the designated limits. As discussed earlier in this section, our means for eliminating this risk is the proven, repeatable positioning systems that we employ on our hopper dredge and on the tugs and barges.

Both the hopper dredge mate and the tug captain will have a visual representation of their respective vessels, the disposal area limits, and the water depths as they approach the DMMA. We will log the information required by the contract specifications at the required time intervals (primarily horizontal position and draft).

When approaching the offshore DMMA, the Eagle 1 will slow to approximately 5 knots, at a heading dictated by local wind, wave, and current directions. Once we are safely positioned within the DMMA limits as confirmed by our DVH positioning system, we will open the hopper to discharge the load. We will not steam out of the DMMA limits until we have a visual verification from the bridge that all material has been discharged.

The tug American Champion will tow our 3,000 CY dump scows to the offshore DMMA. The tug will shorten up the towline when approaching the offshore DMMA, slowing to approximately 2 knots, the heading dictated by local wind, wave, and current directions. Once the tow is positioned inside the disposal area as confirmed by the ADISS through draft readings, the tug captain will activate the electronic dump system and discharge the load. Our electronic dump systems are equipped with an emergency dump system in the event of failure of the main remote dump units. The tug American Champion has a record of dumping over 1,000 loads of dredged material within the KVK disposal areas without misplacing a single load; the KVK disposal areas measure 300' X 200' each, significantly smaller than those in the Key West offshore DMMA.

## **METHOD FOR PLACING THE MATERIAL IN THE FLEMING KEY DMMA**

The Fleming Key DMMA will be used to contain all of the dredged material designated for upland disposal. Prior to placing material in the Fleming Key DMMA, we will design and construct earthen containment dikes as described earlier in Section 3.1.

Each sealed hopper load arriving at Fleming Key will contain a mixture of dredged material plus the water added from the dredging process. The offloading site will consist of a 50' by 180' by 12' deep spud barge moored along the axis of the Ammunition Dock, creating a temporary pier that can easily be moved if access to the dock is required by the Navy or the Coast Guard.

As described in Section 3.1 above, placement of the dredged material into the Fleming Key DMMA will include the following steps:

- Unload the barge using a hydraulic excavator and a sealed clamshell bucket
- Load the material into our patented SPU
- Pump the material into the DMMA on Fleming Key
- Recycle the decanted water in the DMMA back to the SPU for use as transport water

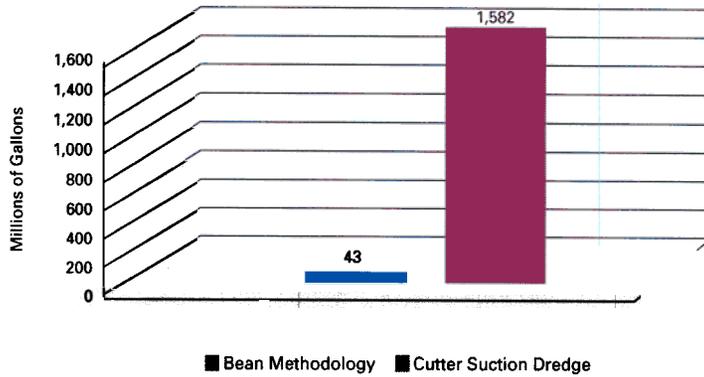
The primary environmental risks during placement of material in the Fleming Key DMMA are turbidity from weir discharges and from spilling dredged material back into the bay during unloading, and possible damage to sea grass habitat. Our work plan eliminates these risks by eliminating any decanted water discharge and ensuring that no dredged material will be spilled during unloading.

In preparation of our work plan, we took a series of seven sediment samples from the Main Ship Channel, Cuts A-C, the Turning Basin, and Truman Harbor. We performed grain size distribution tests and settling tests on the samples in order to estimate the extent of turbidity caused by both dredging and overflow. Our results show that we can correlate approximately 2 mg of suspended sediment to 1 NTU for the silty material.

Our settling test results showed that the dredge slurry will settle to 10 NTU in approximately two hours, but further settling to 5 NTU could take up to two days. We concluded that we would likely violate the turbidity standards of 0 NTU within 150 meters of the weir discharge point, requiring that we look to alternate means of handling the decant water within the Fleming Key DMMA (Refer to Section 3.1 above for results of our material testing.)

For every cubic yard of slurry, a cutter suction dredge will produce 0.06 to 0.10 CY of material for every CY of slurry. Our method will produce a minimum of 0.70 CY of material for every CY of slurry. (A standard cutter dredge will produce more than 37 times the water than our methods will introduce into the Fleming Key DMMA.) If a cutter suction dredge produces 6% volume of material per CY of slurry, the cutter suction dredge will introduce approximately 1.58 Billion gallons of water. Our method will introduce only approximately 40 million gallons of water. Therefore, concerns of water quality and turbidity are associated with using a standard cutter dredge method for this project.

### Comparison of Water Added to Fleming Key CDF



We will unload the barge using a Cat 330L excavator with a sealed clamshell bucket, and load each bucket of material into the SPU hopper. We will construct an overhanging apron on the hopper, which will extend over and sloped toward the barge such that any spilled material is directed back into the barge, and not into the water (see photo below).



Unloading operation in the Netherlands (Bean Environmental)

As described in the aforementioned sections, we will pump the material to the Fleming Key DMMA with our SPU. The SPU was designed to produce an optimum slurry density through automatic injection of additional water if required, or to recirculate the slurry back through the hopper if a more dense slurry is required. This feature minimizes water by ensuring that the slurry is pumped at its maximum density given the line length and pump horsepower. Another key feature of the SPU is the ability to recycle the decanted water from the DMMA back to the SPU to be used as service water, reducing (or eliminating) the need to draw water from the sea chest during pumping operations.

During pumping operations on the Key West project, we calculate that we will generate approximately 25,000 CY of water per week during our unloading operations. Considering the volume that we will recycle during offloading and evaporation, we do not anticipate discharging any slurry water back into the bay. Therefore, we will not present any turbidity risks from DMMA slurry water discharge.

We will use steel pipe for our discharge pipe, and high density polyethylene pipe (HDPE) with a standard dimension ratio of 13 for our water recirculation pipe. The SDR 13 HDPE provides for a safe working pressure of 150 psi; our working pressures for the pumping process will be on the order of 50-75 psi, giving a factor of safety of at least 2 for pipe rupture. We will inspect the pipe on a daily basis for any signs of wear or stress. If we see any signs of wear, we will immediately cease the pumping operation and perform the necessary repairs. In addition, the pipe will be fused in a continuous length utilizing workers certified by the pipe manufacturer.

We anticipate that we will encounter cobbles and gravel that cannot be pumped through the SPU. We plan to dispose of the cobbles and gravel by loading the material into small dump trucks for transport to the diked CDF. The trucks will travel over the Fleming Key bridge during mobilization and demobilization only and will be below the weight limits for the bridge. We will load the trucks with the gravel and boulders using the hydraulic excavator. In order to prevent any damage to the Ammunition Dock keywall, we will construct a ramp from our barge to the midpoint of the Ammunition Dock. The trucks will back onto the barge, receive the load of cobbles and gravel, and transfer the material to the DMMA where the material will be dumped within the diked area.

Migratory birds are an additional environmental concern at the Fleming Key DMMA. Migratory birds are protected under State and Federal wildlife protection acts, and impacts to these species and their nests must be avoided. The construction site will be monitored by qualified biologists and managed in accordance with the contract documents so as not to attract migratory birds or encourage nesting throughout the duration of the project.

### **DEMONSTRATED EXPERIENCE PROTECTING SIMILAR ENVIRONMENTAL RESOURCES**

Many of Bean's projects include substantial environmental requirements similar to those detailed in the contract plans and specifications. Bean has recent and successful experience on dredging projects in South and North Florida that included strict requirements for protection of hard bottom areas, sea grasses, turbidity limitations, and endangered species. The chart on the following page demonstrates our recent and representative projects.