

**CADDELL**

February 26, 2021

Department of the Navy  
Office of General Counsel  
1000 Navy Pentagon, Room 5A532  
Washington, DC 20350-1000

Attn: FOIA APPEALS

Ref: Nuclear Power Training Facilities  
Naval Weapons Station, SC  
Contract №. N69450-14-C-1756  
Prime Contractor: Caddell Construction Co. (DE), LLC

Sub: Freedom of Information Act Appeal – FOIA Request DON-NAVY-2021-000162

Please consider this submission an appeal of Naval Facilities Engineering Command Southeast's (the "Navy") deemed adverse determination on Caddell's FOIA request (DON-NAVY-2021-000162) (the "Request") resulting from the Navy's refusal to take required action on the Request. Caddell has repeatedly asked the Navy to provide the required timeline for the Navy's production determination and the start of production, but the Navy has declined to do so, and has yet to produce any documents in response to the Request. It is Caddell's position that this Request is proper and the Navy's delays in responding and producing are unjustified, as discussed below. This FOIA request is related to the Nuclear Power Training Facilities, Naval Weapons Station, South Carolina, Contract № N69450-14-C-1756 ("the project").

Caddell filed this FOIA Request on October 7, 2020. Next week it will have been five (5) months since Caddell submitted the Request, and the Navy has not produced a single document. The Navy has also refused to commit to when document productions will begin, or when they will be completed. These Navy failures are a violation of the Navy's obligations under the FOIA. In this appeal, Caddell demands that the Navy: (1) take appropriate action to immediately start producing all responsive documents collected thus far that have not been identified as covered by an exemption; and (2) provide the required timeline for the Navy's completion of production.

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**1. The Navy has failed to produce documents on a rolling basis.**

The FOIA obligates the Navy to turn over responsive documents to Caddell as they are discovered in the Navy's search, and not to hold documents for a single production when all search efforts have been exhausted. 5 U.S.C. § 552(a)(6)(C)(i). As courts have stated, the statute has a "prompt release" requirement for responsive documents, thus, at a minimum, the Navy must promptly release documents "on a rolling basis." See *S. Yuba River Citizens League v. Nat'l Marine Fisheries Serv.*, No. 06-2845, 2008 WL 2523819, at \*15 (E.D. Cal. June 20, 2008). The Navy has failed or refused to release a single document in the nearly five months since this FOIA Request was submitted.

While the Navy had the Request since October 2020, it is clear the Navy had documents in its possession and was reviewing them for production even before January 5, 2021. (**Exhibit 1** – Atina Hall email to James McKay, 1/5/21 at 4:45 PM ET). At a minimum, the Navy should have started producing sets of documents to Caddell by mid-January at the latest. Instead, the Navy has repeatedly stated it was taking additional time to begin producing documents. But these delays have repeated on several occasions. For example, the Navy finally confirmed on February 17, 2021 that it was about to produce documents on Friday, February 19, but that did not occur, without explanation. (**Exhibit 2** – James McKay email to Atina Hall, 2/23/21 at 3:49 PM ET).

Most recently, on February 25, 2021, the Navy gave notice that it had again received additional documents, but those must now be reviewed, and that the Navy must receive payment from Caddell before it can produce the documents. First, the Navy receiving additional documents in no way prevents the Navy from making a partial production of documents already reviewed to date—which is required by law—as the Navy admitted in its February 17, 2021 email. (See **Exhibit 2**, Atina Hall 1:47 PM ET email in the chain). Second, this February 25, 2021 email is the first Caddell has heard that the Navy has evidently been withholding production because the estimated fees had not yet been paid. Caddell previously confirmed on December 8, 2020 that it would pay up to the requested amount with reservations of rights, and Caddell has been ready and willing to pay such fees since then. The Navy has never responded regarding Caddell's payment of fees. The Navy has failed to provide to Caddell any invoice for these fees, and the FOIA portal for Caddell's Request shows no invoice has been entered into the system from the Navy's end for Caddell to pay. The Navy is currently preventing Caddell from paying the fees

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while simultaneously insisting Caddell pay before the Navy will release documents. This is the epitome of bad faith. Further delay is not acceptable and is in violation of the Navy's obligations under the FOIA and case law interpreting it.

**2. The Navy has refused to provide a timeline for document productions.**

As you know, the Navy must make a determination about disclosure in response to a FOIA request no later than 20 working days after receipt of a request. At the end of the 20-day period, the Navy must have found the responsive documents and determined whether and how it intends to disclose those records. If needed, the Navy may notify a requester, *within* the original 20-workday period, of "unusual circumstances" to obtain only an additional 10 workdays to respond.

Here, the Navy failed to timely respond at all, including failing to timely give written notice of any "unusual circumstances," to Caddell's FOIA request within the 20-workday timeframe prescribed by the statute. Second, in "unusual circumstances," an agency can only extend the twenty-day time limit for processing a FOIA request by written notice to the requester "setting forth the unusual circumstances for such extension and the date on which a determination is expected to be dispatched." 5 U.S.C. § 552(a)(6)(B)(i). The Navy has failed and refused to provide the "date on which a determination" will be provided, or to arrange for an alternative time frame with Caddell to complete the Request. Caddell asked that the Navy provide a reasonable date for when it would "promptly" provide responsive documents in early December 2020. (**Exhibit 3** – Caddell letter to the Navy, 12/8/20). The Navy has been promising Caddell a date for when productions would start since early January 2021. By early February 2021, the Navy even acknowledge its obligations to provide such a timeframe. (**Exhibit 4** – Atina Hall email to James McKay, 2/4/21 at 3:18 PM ET ("I realize I owe you a timeline..."). Still, none has been provided. In the Navy's latest communication, the Navy has now confirmed its breach of its obligations by stating "[t]here is no specific timeline" for the production of documents by the Navy. (**Exhibit 5**, James McKay email to Atina Hall, 2/25/21 at 11:04 AM, Atina Hall 7:35 AM email in the chain). This is an unacceptable repudiation of the Navy's statutory obligations.

The Navy's refusal to timely produce documents and to provide a timeline for production start and completion, is unjustified and is wrongful, and can only be regarded as a deemed

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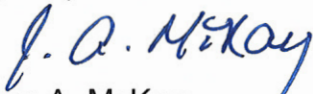
denial by the Navy of the Request. Accordingly, Caddell hereby appeals the Navy's deemed adverse determination on Caddell's FOIA request. Caddell demands that the Navy: (1) take appropriate action to immediately start producing all responsive documents collected thus far that have not been identified as covered by an exemption; and (2) provide the required timeline for the Navy's production determination and the start and completion of production.

An original copy of Caddell's October 7, 2020 FOIA Request is attached here as **Exhibit 6**.

Caddell also requests the Navy provide a "Vaughn index" itemizing any withheld document with a specific FOIA exemption, if any, and the relevant part of the Navy's nondisclosure justification.

If there are any questions please do not hesitate to contact us.

Regards,



James A. McKay  
Construction Executive

cc: MGM 1040  
NAVFAC FOIA Officer, Ms. Abby Machalec ( via email [abby.machalec@navy.mil](mailto:abby.machalec@navy.mil))  
Ms Atina Hall (via email [atina.hall@navy.mil](mailto:atina.hall@navy.mil))

Attachments: Exhibit 1  
Exhibit 2  
Exhibit 3  
Exhibit 4  
Exhibit 5  
Exhibit 6

# EXHIBIT 1

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**From:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA) <atina.hall@navy.mil>  
**Sent:** Tuesday, January 5, 2021 4:45 PM  
**To:** James McKay  
**Subject:** RE: FOIA Fee Estimate FY21- 003, FOIA request CON-NAVY-2021-000162

Thank you for following up on the request. The request is unusually large and complex. We collected a large amount of responsive records and are beginning the review process. I cannot provide a definite date at this time. I will provide an update on the process within two weeks.

**Atina Hall**

904.542.6259

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**From:** James McKay <James.McKay@caddell.com>  
**Sent:** Monday, January 4, 2021 12:14 PM  
**To:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA) <atina.hall@navy.mil>  
**Subject:** [Non-DoD Source] RE: FOIA Fee Estimate FY21- 003, FOIA request CON-NAVY-2021-000162

Good Morning Ms. Hall,

I write to request a status report on Caddell's FOIA request as I have not heard back from you in response to Caddell's December 8, 2020 letter. The letter requested that NAVFAC provide a reasonable date, within 5 days from the receipt of the letter, for when we could expect to receive responsive documents. I am still awaiting your response.

Let me know if you have any other thoughts or questions on this.

---

**James McKay | Construction Executive**  
Caddell Construction Co. (DE), LLC



445 Dexter Avenue, Suite 11000, Montgomery, AL 36104  
P.O. Box 210099, Montgomery, AL 36121  
334-244-5376 - Phone  
334-221-5789 - Mobile  
334-394-0193 - Fax  
[www.caddell.com](http://www.caddell.com)

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**From:** James McKay  
**Sent:** Tuesday, December 8, 2020 1:56 PM  
**To:** 'Hall, Atina J CIV USN NAVFAC SE JAX FL (USA)' <atina.hall@navy.mil>  
**Subject:** RE: FOIA Fee Estimate FY21- 003, FOIA request CON-NAVY-2021-000162

Good Afternoon Ms. Hall,

Please see the attached letter in response to NAVFAC's FOIA fee estimate.

**From:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA) <[atina.hall@navy.mil](mailto:atina.hall@navy.mil)>  
**Sent:** Tuesday, December 1, 2020 1:55 PM  
**To:** James McKay <[James.McKay@caddell.com](mailto:James.McKay@caddell.com)>  
**Subject:** FOIA Fee Estimate FY21- 003

Please see the attached Fee Estimate.

*Atina Hall*

FOIA Coordinator  
Naval Facilities Engineering Command Southeast

[atina.hall@navy.mil](mailto:atina.hall@navy.mil)

904-542-6259

DSN:942-6259

\*\*\*\*\*Teleworking\*\*\*\*\*

# **EXHIBIT 2**



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**From:** James McKay <James.McKay@caddell.com>  
**Sent:** Tuesday, February 23, 2021 3:49 PM  
**To:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA)  
**Cc:** Kathy Willis  
**Subject:** RE: I have not forgot about you.....

Ms. Hall,

Caddell filed this FOIA request on October 7, 2020 and next week it will be March 2021. That's nearly five (5) months without a single document being produced by the Navy. We requested a timeline from you for the production of Navy documents in early December 2020, and you have been promising us a date for when productions would start since early January 2021. None has been provided. You have also repeatedly asked for additional time for various reasons to start producing documents, and we have patiently granted those requests. Most recently, you confirmed a week ago that you would be starting producing documents by last Friday, but that did not occur. Further delay is not acceptable and is in violation of the Navy's obligations under the FOIA and case law interpreting it. If you do not produce a substantial set of responsive documents to us by tomorrow (February 24) close of business, we will have no choice but to proceed with an administrative appeal of the Navy's unexplained failure to produce documents as required by statute.

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**From:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA) <atina.hall@navy.mil>  
**Sent:** Wednesday, February 17, 2021 1:47 PM  
**To:** James McKay <James.McKay@caddell.com>  
**Subject:** RE: I have not forgot about you.....

Mr McKay,

I have been looking through and organizing documents for 1-3 of your request. I hope to have a partial release for Friday.

**Atina Hall**  
904.542.6259

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**From:** James McKay <[James.McKay@caddell.com](mailto:James.McKay@caddell.com)>  
**Sent:** Thursday, February 11, 2021 2:20 PM  
**To:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA) <[atina.hall@navy.mil](mailto:atina.hall@navy.mil)>  
**Cc:** Kathy Willis <[kathy.willis@caddell.com](mailto:kathy.willis@caddell.com)>  
**Subject:** [Non-DoD Source] RE: I have not forgot about you.....

Good Afternoon Ms Hall,

I was expecting to receive at least the timeline mentioned below on 2/9/21 but did not. The FOIA request is now two months old and Caddell has not received any of the requested documents or a time frame in which they will be produced. Caddell's upper management has and is looking to me for a date on when the FOIA documents will start to arrive, and what an overall timeline will be for completion of the Navy productions. I

have been unable to provide that date even though Caddell is entitled to it from the Navy. They are discussing the possible need to file an administrative appeal with the Navy on this FOIA request.

Please give me a date for receiving the timeline and documents, that I can depend on, so that I can try to dissuade the need for an administrative action with the Navy's legal department.

---

James McKay | Construction Executive

Caddell Construction Co. (DE), LLC



445 Dexter Avenue, Suite 11000, Montgomery, AL 36104

P.O. Box 210099, Montgomery, AL 36121

334-244-5376 - Phone

334-221-5789 - Mobile

334-394-0193 - Fax

[www.caddell.com](http://www.caddell.com)

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**From:** James McKay

**Sent:** Friday, February 5, 2021 7:15 AM

**To:** 'Hall, Atina J CIV USN NAVFAC SE JAX FL (USA)' <[atina.hall@navy.mil](mailto:atina.hall@navy.mil)>

**Cc:** 'Caddell (Kathy Willis)'

**Subject:** RE: I have not forgot about you.....

Ms. Hall,

Yes, I was expecting to at least have the timeline by today. In past correspondence Caddell has reiterated the timelines set forth by the FOIA process and the fact that those timelines are not being met. And, I hope you can understand the importance the documents may have on pending issues and the time restraints associated with resolving those issues.

I understand the problems that computer issues can cause. We will look forward to receiving the timeline NLT 2/9/2012 and to start seeing the produced documents immediately after that date.

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**From:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA) <[atina.hall@navy.mil](mailto:atina.hall@navy.mil)>

**Sent:** Thursday, February 4, 2021 2:16 PM

**To:** James McKay <[James.McKay@caddell.com](mailto:James.McKay@caddell.com)>

**Subject:** I have not forgot about you.....

I realize I owe you a timeline please give me some more time to go through these documents. I was without a computer Monday and Tuesday and still working through documents.

*Atina Hall*

FOIA Coordinator

Naval Facilities Engineering Command Southeast

[atina.hall@navy.mil](mailto:atina.hall@navy.mil)

904-542-6259

DSN:942-6259

\*\*\*\*\*Teleworking\*\*\*\*\*

# EXHIBIT 3

**CADDELL**

December 8, 2020

Via Email Only  
[atina.hall@navy.mil](mailto:atina.hall@navy.mil)

NAVFAC Southeast  
PO Box 30, Bldg 903 ACQLN  
Jacksonville, FL 32212-0030

Attn: Atina Hall

Ref: Nuclear Power Training Facilities  
Naval Weapons Station, SC  
Contract No. N69450-14-C-1756

Sub: FOIA Request DON-NAVY-2021-000162, NAVFAC's Estimated Cost Notice

Madam:

Caddell has received the Navy's letter dated December 1, 2020 containing the Navy's \$12,288.00 estimated fee assessment for processing Caddell's FOIA request. A copy of the Navy's December 1, 2020 letter is attached for easy reference. For reasons explained below, the fee assessment is inappropriate. The government is not entitled to recover any fees from Caddell associated with this request, and Caddell is not obligated to pay any fees associated with the request. That notwithstanding, Caddell will agree to pay reasonable costs up to \$12,288.00 in order that the government's search and production efforts will be initiated as soon as practicable and completed without further unwarranted delay.

The first reason that the Navy is not entitled to recover any fees from Caddell associated with this request is that the Navy waived its ability to assess any fees against Caddell for this search by its failure to respond timely to the request. As the FOIA statute makes clear, when an agency fails to comply with any of the FOIA's time limits, no search fees may be charged to "all other" or "commercial use" requesters. 5 U.S.C. § 552(a)(4)(A)(viii). The Navy failed to timely respond, including failing to timely give written notice of "unusual circumstances," to Caddell's FOIA request within the 20-workday timeframe prescribed by the statute. Even if the Navy had given timely written notice of "unusual circumstances" within the 20-workday period, this would only have provided the Navy with an additional 10 workdays to respond. However, the Navy waited until 36 work days after Caddell's submission to respond to Caddell with the required determination and notice—well beyond the provided statutory timeframe. By its failure to timely respond, the government waived any right to recover fees associated with this FOIA request, and thus, the Navy is not entitled to assess these fees against Caddell.

Second, the majority of the Navy's fee estimate is comprised of "review" costs. Review costs are limited to commercial users' requests, and they do not apply here. Caddell is not a "commercial user" under the requester categories, rather, Caddell falls within "all other" category because it is requesting documents related to litigation of a claim for an equitable adjustment on a Navy project

Atina Hall  
December 8, 2020  
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where the Navy breached its contractual obligations and acted with a lack of the required good faith and fair dealing. The outcome of this litigation is in the public's interest by ensuring the government is adequately compensating its contractors for changed work on government contracts (which encourages competition for such government procurements), and also that the government is acting in good faith and in accordance with the law. This places Caddell in the "all other" fee category, and because Caddell falls in the "all other" category, at a minimum, Caddell may not be assessed any "review" related fees.

Despite these material deficiencies in the government's argument underlying the \$12,288 assessment, Caddell will nonetheless agree to reimburse reasonable fees up to \$12,288 in order that this FOIA request will finally be answered by the government with reservation of Caddell's rights.

The Navy's late claim of "unusual circumstances" as justifying an extension of its response time "beyond the ten additional days provided by the statute" is incorrect, and Caddell objects. First, the Navy did not provide us written notice of the circumstances within the 20-working day timeframe as noted above. Second, in "unusual circumstances," an agency can extend the twenty-day time limit for processing a FOIA request by written notice to the requester "setting forth the unusual circumstances for such extension and the date on which a determination is expected to be dispatched." 5 U.S.C. § 552(a)(6)(B)(i). The Navy has not provided a "date on which a determination" will be provided. Caddell ask that the Navy comply with the FOIA statute and provide a reasonable date for when it will "promptly" provide responsive documents. In this regard, Caddell reminds the Navy of the Navy's obligation to turn over responsive documents to Caddell as they are discovered in the Navy's search, and not to hold documents for a single production when all search efforts have been exhausted. 5 U.S.C. § 552(a)(6)(C)(i). As courts have stated, the statute has a "prompt release" requirement for responsive documents, thus, at a minimum, the Navy must promptly release documents "on a rolling basis." See *S. Yuba River Citizens League v. Nat'l Marine Fisheries Serv.*, No. 06-2845, 2008 WL 2523819, at \*15 (E.D. Cal. June 20, 2008).

Please proceed with processing this request, provide a reasonable date within 5 work days from the receipt of this letter, for when the Navy will "promptly" provide responsive documents, and let Caddell know if any further information is needed to timely respond to this FOIA request.

Regards,



James A. McKay  
Construction Executive

Attachments: NAVFAC letter dated December 1, 2020

cc: MGM 1040



**DEPARTMENT OF THE NAVY**  
NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST  
JACKSONVILLE, FL 32212-0030

5720  
BD52/1157  
December 1, 2020

Caddell  
James McKay  
2700 Lagoon Park Drive  
Montgomery, AL 36109-1100

Dear Mr. McKay:

SUBJECT: FREEDOM OF INFORMATION ACT REQUEST DON-NAVY-2021-000162  
FY21-002

This letter is to formally acknowledge the above FOIA request. We have included a copy of your request with the specific line items highlighted. Upon review, we determined that the estimated amount to process your request will be \$12,288. The following is a breakdown of those fees:

Professional Hours

Search 50 hrs. x \$48.00 = \$2400

Review 200 hrs. x \$48.00 = \$9600

Clerical Hours

Search 8 hrs x \$24.00 = \$192.00

Review 4 hrs. x \$24.00 = \$96.00

**For a total of \$12,288**

We will start processing your request after you have agreed to pay the entire estimated cost. The records you seek require a search in another office, and so your request falls within "unusual circumstances." Because of these unusual circumstances, we need to extend the time limit to respond beyond the ten additional days provided by the statute. You must notify our office in writing or email of your agreement. If no response is received within **10 working days**, the case will be closed and no further action will be taken. We will endeavor to process the request as soon as possible.

If you have any questions concerning this matter, you may contact, Ms. Atina Hall, at (904) 542-6259 or email [atina.hall@navy.mil](mailto:atina.hall@navy.mil).

Sincerely,

*Atina Hall*

Atina Hall  
By direction of the  
Commanding Officer

# **EXHIBIT 4**

**From:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA) <atina.hall@navy.mil>  
**Sent:** Thursday, February 4, 2021 3:16 PM  
**To:** James McKay  
**Subject:** I have not forgot about you.....

I realize I owe you a timeline please give me some more time to go through these documents. I was without a computer Monday and Tuesday and still working through documents.

*Atina Hall*

FOIA Coordinator

Naval Facilities Engineering Command Southeast

atina.hall@navy.mil

904-542-6259

DSN:942-6259

\*\*\*\*\*Teleworking\*\*\*\*\*



# **EXHIBIT 5**

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**From:** James McKay <James.McKay@caddell.com>  
**Sent:** Thursday, February 25, 2021 11:04 AM  
**To:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA)  
**Cc:** Kathy Willis  
**Subject:** RE: I have not forgot about you.....

Good Morning Ms. Hall,

It was disappointing and a hindrance that Caddell did not receive any documents last week on 2/19/21, contrary to your email of 2/17/21, and that we apparently will not be receiving any documents this week. Your explanation seems to be that you continue to receive additional records but that doesn't explain why the documents you thought would be produced last week were not.

With respect to your comment below about payment. Payment has not been made because the Navy has not produced an invoice. Your previous correspondence of 12/1/20 provided an estimated amount. The 12/1/20 correspondence goes on to say "We will start processing your request after you have agreed to pay the entire estimated cost." In Caddell's response of 12/8/20, Caddell stated its objections to the fee assessment and its reasoning why the fee was inappropriate but, in the end, agreed to pay up to the amount of the estimate. The Navy has not responded to Caddell's 12/8/20 correspondence but apparently has started processing the request. Lacking a response to Caddell's objections or an invoice for any amount Caddell is not even sure that the Navy still intends to charge for the production. Secondly, we note on the FOIA website that no invoices have been entered into the system and according to FDA.gov a FOIA fee cannot be paid without an invoice number nor paid online with the invoice being properly entered into the system. In short, provide the invoice and Caddell will remit payment in accordance with its letter of 12/8/20.

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**From:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA) <atina.hall@navy.mil>  
**Sent:** Thursday, February 25, 2021 7:35 AM  
**To:** James McKay <James.McKay@caddell.com>  
**Subject:** RE: I have not forgot about you.....

Due to the immense scope of the request, I continue receiving records, which must be reviewed before release. Prior to release, the agency also needs to receive payment based on the initial fee estimate. There is no specific timeline, but we continue working as expeditiously as possible processing your request.

**Atina Hall**

904.542.6259

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**From:** James McKay <[James.McKay@caddell.com](mailto:James.McKay@caddell.com)>  
**Sent:** Tuesday, February 23, 2021 3:49 PM  
**To:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA) <[atina.hall@navy.mil](mailto:atina.hall@navy.mil)>  
**Cc:** Kathy Willis <[kathy.willis@caddell.com](mailto:kathy.willis@caddell.com)>  
**Subject:** [Non-DoD Source] RE: I have not forgot about you.....

Ms. Hall,

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productions would start since early January 2021. None has been provided. You have also repeatedly asked for additional time for various reasons to start producing documents, and we have patiently granted those requests. Most recently, you confirmed a week ago that you would be starting producing documents by last Friday, but that did not occur. Further delay is not acceptable and is in violation of the Navy's obligations under the FOIA and case law interpreting it. If you do not produce a substantial set of responsive documents to us by tomorrow (February 24) close of business, we will have no choice but to proceed with an administrative appeal of the Navy's unexplained failure to produce documents as required by statute.

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James McKay | Construction Executive  
Caddell Construction Co. (DE), LLC

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**From:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA) <[atina.hall@navy.mil](mailto:atina.hall@navy.mil)>  
**Sent:** Wednesday, February 17, 2021 1:47 PM  
**To:** James McKay <[James.McKay@caddell.com](mailto:James.McKay@caddell.com)>  
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Atina Hall  
904.542.6259

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**Sent:** Thursday, February 11, 2021 2:20 PM  
**To:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA) <[atina.hall@navy.mil](mailto:atina.hall@navy.mil)>  
**Cc:** Kathy Willis <[kathy.willis@caddell.com](mailto:kathy.willis@caddell.com)>  
**Subject:** [Non-DoD Source] RE: I have not forgot about you.....

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Please give me a date for receiving the timeline and documents, that I can depend on, so that I can try to dissuade the need for an administrative action with the Navy's legal department.

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James McKay | Construction Executive  
Caddell Construction Co. (DE), LLC



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P.O. Box 210099, Montgomery, AL 36121  
334-244-5376 - Phone  
334-221-5789 - Mobile  
334-394-0193 - Fax  
[www.caddell.com](http://www.caddell.com)

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**From:** James McKay  
**Sent:** Friday, February 5, 2021 7:15 AM  
**To:** 'Hall, Atina J CIV USN NAVFAC SE JAX FL (USA)' <[atina.hall@navy.mil](mailto:atina.hall@navy.mil)>  
**Cc:** 'Caddell (Kathy Willis)'  
**Subject:** RE: I have not forgot about you.....

Ms. Hall,  
Yes, I was expecting to at least have the timeline by today. In past correspondence Caddell has reiterated the timelines set forth by the FOIA process and the fact that those timelines are not being met. And, I hope you can understand the importance the documents may have on pending issues and the time restraints associated with resolving those issues.

I understand the problems that computer issues can cause. We will look forward to receiving the timeline NLT 2/9/2012 and to start seeing the produced documents immediately after that date.

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**From:** Hall, Atina J CIV USN NAVFAC SE JAX FL (USA) <[atina.hall@navy.mil](mailto:atina.hall@navy.mil)>  
**Sent:** Thursday, February 4, 2021 2:16 PM  
**To:** James McKay <[James.McKay@caddell.com](mailto:James.McKay@caddell.com)>  
**Subject:** I have not forgot about you.....

I realize I owe you a timeline please give me some more time to go through these documents. I was without a computer Monday and Tuesday and still working through documents.

*Atina Hall*

FOIA Coordinator  
Naval Facilities Engineering Command Southeast  
[atina.hall@navy.mil](mailto:atina.hall@navy.mil)  
904-542-6259  
DSN:942-6259  
\*\*\*\*\*Teleworking\*\*\*\*\*

# **EXHIBIT 6**

**CADDELL**

October 7, 2020

NAVFAC FOIA Officer  
Ms. Abby Machalec  
[Abby.machalec@navy.mil](mailto:Abby.machalec@navy.mil)  
(202) 685-9369

Ref: Nuclear Power Training Facilities  
Naval Weapons Station, SC  
Contract №. N69450-14-C-1756  
Prime Contractor: Caddell Construction Co. (DE), LLC

Sub: Freedom of Information Act (FOIA) Request

Ms. Machalec:

This is a request under the Freedom of Information Act (5 U.S.C. § 552).

Caddell Construction Co. (DE), LLC is prime contractor to the United States Department of the Navy, acting through Naval Facilities Engineering Command (SE) (“NAVFAC”), under the above referenced Contract for a project known as “Goose Creek.” NAVFAC’s end user for the Project was the Navy’s Nuclear Power Training Unit (“NPTU”). Burns & McDonnell was the Navy’s Designer of Record (“DOR”). The documents that I am seeking relate to the above-referenced Goose Creek project, and any and all of the above-referenced parties or entities.

This FOIA request is not directed or limited to NAVFAC, but encompasses all personnel, agencies, and entities of the United States Department of the Navy, including but not limited to NAVFAC, NPTU, and all contractors and consultants thereto. As an aid to you in locating documents responsive to this request, but not by way of circumscription or limitation, Appendix A to this request identifies Navy personnel known to have been involved in the Project and considered likely to have responsive records.

Please provide copies, preferably in electronic and native format, of the following:

1. CO Final Decision – On or about September 16, 2020, the project Contracting Officer (“CO”) issued the Contracting Officer’s Final Decision (“COFD”) related to a claim submitted by Caddell originally on December 19, 2020, and amended by Caddell on or about July 7, 2020 (the “Claim”). The next day, September 17, 2020,

Ms. Abby Machalec  
October 7, 2020  
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the CO published a corrected copy of the COFD. A copy of the corrected COFD is attached hereto as Attachment 1. Please produce:

- a. All drafts or outlines related to the COFD.
  - b. All communications between and among Navy personnel relating or pertaining to the COFD, whether before or after issuance of the COFD.
2. Independent Technical Analysis – In the COFD, the CO wrote, “To assess Caddell’s delay claim the Contracting Officer commissioned an in-depth independent technical analysis to examine the claim submissions and project records and provide opinions and recommendations using Caddell’s Critical Path Method (CPM) schedules.” Please produce:
- a. The contract, purchase order, or other form of agreement between the Navy and the independent technical analyst for the assignment described by the CO.
  - b. The in-depth independent technical analysis produced by the independent technical analyst, and any drafts, outlines, or presentations of the same.
  - c. Opinions of the independent technical analyst in any form.
  - d. Recommendations of the independent technical analyst in any form.
  - e. All communications between the independent technical analyst and any person, agency, or entity acting on behalf of the Navy, relating in any way to the Project.
  - f. All communications between the independent technical analyst and any person, agency, or entity acting on behalf of the Navy, relating in any way to the Claim.
  - g. All communications between the independent technical analyst and any person, agency, or entity acting on behalf of the Navy, relating in any way to the in-depth independent technical analysis.
  - h. All Claim submissions and project records or communications examined by the independent technical analyst.
  - i. All presentations (including drafts) made by or on behalf of the Navy to the independent technical analyst relating in any way to the Project or Claim.
  - j. All presentations (including drafts) made by or on behalf of the independent technical analyst to the Navy relating in any way to the Project or Claim.
3. All communications between and among Navy personnel related to NAVFAC’s assertion of a claim for liquidated damages against Caddell.
4. All communications between and among Navy personnel related to Alternative Dispute Resolution (ADR) procedures, commitment, or possibilities with Caddell.

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October 7, 2020  
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5. All project schedules prepared for or by the Navy in any form (preferably in native format).
6. SITREPs – On or about November 13, 2019, NAVFAC provided to Caddell (among others) a Word document entitled “NPTU SITREP 20191105,” a copy of which is attached hereto as Attachment 2. Please provide:
  - a. All SITREPs (and similar documents, even if called by a different name) relating in any way to the Project, including any drafts of the same.
  - b. All communications between and among Navy personnel and others (whether within the Navy, or outside the Navy) relating in any way to the SITREPs for this Project.
7. All communications between NAVFAC and NPTU relating to the Project on and after January 1, 2015 through the present.
8. All communications between Burns & McDonnell and the Navy relating to the Project on and after January 1, 2015 through the present.
9. Any claims (or drafts thereof) asserted by the Navy against Burns & McDonnell relating in any way to the Project.
10. P00002 – Effective November 13, 2017, NAVFAC issued Contract Modification P00002, a copy of which is Attachment 3 hereto. Please produce:
  - a. All documents discussing or pertaining to P00002.
  - b. All documents discussing or pertaining to the negotiation and making of the agreement that became Modification P00002.
  - c. All documents discussing or pertaining to the interpretation or scope of Modification P00002, whether before or after November 13, 2017.

Regards,



James A. McKay  
Construction Executive

cc: MGM 1040

Attachments: Appendix A  
Attachment 1  
Attachment 2  
Attachment 3



## **Appendix A**

1. Kyle J. Acton
2. CAPT John R. Anderson
3. Travis A. Baker
4. RDML Darius Banaji
5. Ronnette Coffman
6. CAPT Jorge Cuadros
7. Joel D. Cutler
8. LT Allen Damian
9. Brad Dwelle
10. LT Michelle Fitzgerald
11. Rett L. Fowler
12. LCDR Timothy Gehling
13. Ray Kneuper
14. RADM John Korka
15. LTJG Joshua Mills
16. CAPT Michael Monreal
17. Garry L. Murphy
18. RDML Dean VanderLey
19. CDR Michael Wanger



**DEPARTMENT OF THE NAVY**  
NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST  
JACKSONVILLE, FL 32212-0030

4365  
Ser ACQ/0902  
16 Sep 2020

Mr. J. Mac Caddell  
Caddell Construction Co. (DE), LLC  
1260 Snow Pointe Road  
Goose Creek, SC 29445

Dear Mr. Caddell:

**SUBJECT: CONTRACT N69450-14-C-1756 NUCLEAR POWER TRAINING FACILITIES  
JOINT BASE, CHARLESTON, SC**

This responds to your letter dated 7 July 2020 in which you requested a Contracting Officer's Final Decision (COFD) on a revised claim for \$40,404,860.97 and an 813 calendar day time extension from 8 April 2018 to 29 June 2020 for alleged government-caused delay under the subject contract for the Nuclear Power Training Facilities, Joint Base Charleston, South Carolina, Contract N69450-14-C-1756.

Your revised claim submission (with three claims) was received by our office on 8 July 2020. After a careful review of your claim and the project records, I make the following findings, which are explained in more detail below: I find that you are entitled to an additional time extension of 105 calendar days, out of which 14 days are compensable. In addition, I find that 10 days for which you have already been granted a non-compensable time extension under unilateral Modifications A00113 and A00114 were the result of government-caused delay and are therefore compensable. However, because the various phases of the project were completed late as a result of contractor-caused delay, I find that Caddell is obligated for liquidated damages under the contract in the sum of \$5,586,640 and hereby assert this as a government claim and make demand upon Caddell for payment within 30 days, plus applicable interest under the contract at the rate set forth in the Contract Disputes Act.

**I. Caddell's Delay Claim**

The subject contract provided for nine separate phases of construction, each with its own contract completion date (CCD) and separate liquidated damages (LDs) rate. There were over 125 contract modifications to the contract that extended the overall performance period by 353 calendar days. Bilateral Modification P00002, dated 13 November 2017, included a 242 calendar day time extension, adjusted the LDs and CCDs for various phases, and reduced the amount of LDs for which Caddell would potentially be responsible by approximately Seventeen Million Dollars (\$17,000,000.00). In consideration for the time extensions and significant reduction in LDs provided in Modification P00002 Caddell agreed to waive and release all claims for delay and cumulative impact from award through 20 October 2017.

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To assess Caddell's delay claim the Contracting Officer commissioned an in-depth independent technical analysis to examine the claim submissions and project records and provide opinions and recommendations using Caddell's Critical Path Method (CPM) schedules. Based on this in-depth analysis, I make the following findings:

- Caddell is entitled to an additional time extension of 105 calendar days. Of those 105 days, 91 days are non-compensable, and they break down as follows: (i) 66 of the 91 non-compensable days are for severe weather beyond historical norms; and (ii) 25 of the 91 are delay days on the steam collection testing work that were concurrent with Caddell-caused delays.
- 14 days out of the 105 calendar days of extension are determined to be compensable, and break down as follows: (i) 2 days for access delays affecting the critical path after the Modification P00002 schedule re-baseline date of 20 October 2017; and (ii) 12 days related to pipe support issues in addition to the days already given under Modifications A00113 and A00114.
- 10 days that were previously granted as non-compensable under Modifications A00113 and A00114 should have been granted as compensable. Therefore, Caddell is entitled to additional compensation for 10 days but not an additional time extension.
- The 14 days of compensable time granted entitles Caddell to a 14-day reduction in the LDs assessed herein; and Caddell is also entitled to additional compensation for delay damages associated with these 14 days.

## II. Caddell's additional 15 claims for direct costs

In addition to your delay claim, you also have brought 15 claims for alleged additional direct costs. For some of the claims you have provided little or no supporting evidence and for some you have provided little information that is actually supportive or persuasive. These claims are discussed below:

1. Damage to Stored Tile for \$41,894.10. You allege Caddell was forced to store tile longer than planned as a result of government-caused delays and changes but you did not provide details or document how the material was stored or what the manufacturer's recommendations or requirements for storage were, nor did you provide evidence of tile damage as a direct result of government action. I also find there was no notification of the potential hazard of extended storage for the tile nor notice of when the alleged damage was discovered. This portion of the claim is denied.
2. Subject Matter Expert (SME) Consultant Fees for \$169,479.44. You allege the government required Caddell to hire a SME to be involved in the process system submittals but have not provided any evidence to support this allegation. This portion of the claim is denied.
3. Scheduling Consultant Fees for \$625,244.39. You allege that due to the numerous government changes, interferences, and schedule complexities, it was necessary for Caddell to

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bring in a scheduling consultant (BBRL, Inc.). However, Caddell was obligated to provide schedule management under the contract. This portion of the claim is denied.

4. Legal Fees for \$220,630.27. You claim entitlement to legal fees relating to negotiating with the Navy under the contract but did not provide any supporting documentation. The project administration and management work, work on REAs, statements of impacts and negotiations are standard activities for which the costs should be borne by Caddell as part of its general conditions and overhead. This portion of the claim is denied.

5. Executive Leadership Meetings for \$40,897.12. You claim that beginning in February 2018 Caddell was required to participate in executive leadership meetings. You have not provided any evidence the Navy directed you to perform any additional work under the contract and you fail to acknowledge that any executive leadership meetings you attended would have been part of the partnering function to facilitate progress of the project. As such, costs related to executive meetings should be part of the contractor's home office overhead allocation. This portion of the claim is denied.

6. Additional Oversight for \$354,550.96. You claim Caddell was directed by Captain Garin to provide additional oversight starting in January of 2018 but have not provided evidence of any actual direction to increase staffing nor any documentation substantiating that staffing levels were increased as a result. You have not provided any basis to conclude that any additional oversight you may have experienced was caused by the government rather than by Caddell's inadequate initial staffing assumptions or other contractor-caused problems. This portion of the claim is denied.

7. Blast Resistant Personnel Door Hinges. Caddell submitted REA #47 on 12 July 2019 for Blast Resistant Personnel Door Hinges stating the original hinges, submitted and approved, proved insufficient for the actual usage encountered at the site. Specification Section 013300 "Submittals" Section 1.12 states: "approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the **Contractor under the Contractor Quality Control (CQC)** requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work in that it meets all requirements." Regardless of the reason for the hinge proving to be insufficient, Caddell was responsible for its selection and did not provide timely notice of any requests, concerns or variation regarding the hinge. This portion of the claim is denied.

8. Premium Time for \$939,752.01. You allege Caddell incurred costs for subcontractor premium time for overtime and weekend work as a result of government threats and pressures but have not provided evidence of direction or action by the Navy that required you to incur such costs. Furthermore, you have not identified what activities you allege were affected and whether they were critical path activities. Managing subcontractors and managing the construction schedule are project management functions that were part of Caddell's overall responsibility under the contract. This portion of the claim is denied.

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9. Finishes, Fixtures, and Equipment (FF&E) for \$35,864.28. You claim for additional storage costs of FF&E due to alleged government-caused delays but have not cited to any specific delay period or impacted activities, and you have not provided any supporting documentation. This portion of the claim is denied.

10. Pedestrian Walk-Way Canopy, Relocation and Maintenance for \$151,129.07. You claim that due to phasing plan flaws and additional government expectations for access, Caddell provided an additional canopy related to a Building 2314 access walkway. You allege the walkway was not shown as covered in the contract documents and the government expected you to provide a covered walkway, but you have not provided evidence of any government direction for the walkway to be covered and you have not provided any documentation of the costs claimed. This portion of the claim is denied.

11. Subcontractor Supplements for \$3,970,418.71. You allege that due to government-caused impacts and “immense pressure and threats,” Caddell was forced to “supplement” two of its subcontractors (CSI, Inc. and Tex-Cap Electric, Inc.). The independent technical analysis provided indicates that Tex-Cap’s scope was on the project’s critical path in the period between 30 June and November of 2017 and that the project experienced a critical path delay of 39 days due to an outage request delay for the North Pier. The delay was resolved under bilateral Modification P00002 and was subject of a full release and waiver of claims, including alleged impacts. I also note it appears Caddell already deducted these supplemental payments from CSI’s contract value and CSI asserts entitlement to these amounts in a separate claim. Therefore, if both Caddell’s and CSI’s claims were to be successful, the government would potentially pay twice for the same claimed costs and Caddell could possibly be reimbursed three times for these same costs --once from CSI and twice from the government. This portion of the claim is denied.

12. Subcontractor Retention Incentive for \$11,500. You allege Caddell was forced to make payments to ensure subcontractor retention after Hurricane Florence. Although it appears Caddell made incentive payments to Techniquex and Hawk to ensure a faster return, you have not provided evidence of any government direction to pay retention incentives. This portion of the claim is denied.

13. REA Administration Review. You claim \$6,629.68 in direct costs associated with REA Administration and Review but have not provided any supporting documentation or explanation as to why these costs should be considered “extra” costs or why they are compensable. Review of subcontractor claims is part of a general contractor’s project management and should be included in its general conditions and/or as part of overhead. This portion of the claim is denied.

14. Rework of Courtyard Pavers for \$10,792.16. You claim Caddell was required to rework the courtyard pavers due to defective specifications and you have submitted no supporting documentation of the claimed costs. The pertinent facts are that Caddell submitted a Request for Variance (RFV) 147 on 17 August 2017 proposing two potential solutions for a perceived problem with installation of courtyard pavers: Option One and Option Two. The Navy responded on 25 August 2017 and chose Option Two. However, contrary to the Navy’s response, Caddell completed the task under Option One. This resulted in a larger gap between pavers than would have been the case under Option Two. Caddell submitted RFV 176 on 19

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March 2018 to add joint sealant between the pavers, which the Navy approved on 29 March 2018. Caddell attempted to complete the method in accordance with the Navy's response to RFV 176 but experienced problems. The Navy issued a Construction Contract Non-Compliance Notice to Caddell on 14 February 2019. I find the rework of pavers was due to Caddell's repeated installation failures.

15. Additional Functional Performance Testing Costs (FPT) from Five Nines for \$76,391.02. In the last portion of Caddell alleges that NPTU was late in providing necessary information, changed contract requirements for FPTs without issuing any modifications, and attempted to design the FPT procedures by revisions and changes implemented through the submittal process. Because of these changes and impacts, Caddell asserts that it had to pay its commissioning agent, Five Nines, additional compensation to return to the project to work on NAVFAC and NPTU changes to the FPT procedures beyond the contract requirements. It is unclear whether the alleged additional costs relate to the provision of steam for FPT or another activity. Caddell appears to be using a Total Cost approach for this claim without any supporting documentation and basis for entitlement. This portion of the claim is denied.

### III. Caddell's 5 subcontractor pass-through claims

In the third part of your claim submission you present 5 pass-through claims on behalf of your subcontractors, which are discussed below:

1) Bell Constructors, LLC (Bell). Bell alleges substantial additional and unexpected costs and time impacts due to various changes and disruptions.

a) Submittal Delay REA. Bell claims \$442,548 for alleged delays and impacts on the approval process of equipment submittals. Based on an independent review of the submittal records all the alleged submittal related delays ended prior to Modification P00002, which bilaterally resolved all delay and impact claims prior to 17 October 2017. This portion of the claim is denied.

b) Labor Inefficiency Impact. Bell claims its work was delayed and disrupted by various events and circumstances, including extensive changes that caused labor inefficiency. Bell provided a chart to show the "As Planned" versus "As Built" Schedule indicating most of the damages claimed relate to a period of time preceding Modification P00002. Furthermore, our analysis indicates the claimed costs are not associated with critical path activities. This portion of the claim is denied.

c) Steam Collection System (SCS) Boiler/Steam Requirement for SCS FPT. Bell alleges that the government misinterpreted the solicitation documents and incorrectly directed the contractor to furnish a temporary means of delivering steam to the SCS for testing purposes. Specification 01 91 00.00 10, Section 1.1g defines Functional Performance Test as "test of the dynamic function and operation of equipment and systems using the manual (direct observation) or monitoring methods. Functional testing is the dynamic testing of systems (rather than just components) under full operation or simulated full operation (e.g., the pump is tested

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interactively with the flow meter to see if the pump ramps up and down to maintain the flow rate setpoint”). Bell submitted RFI 866 to provide a different way of providing temporary steam. The Navy was not required to accept Bell’s variance and its rejection was reasonable in light of all of the relevant facts and circumstances. This portion of the claim is denied.

d) SCS Support Revisions. Bell alleges that the Navy used the scheduled construction period of the project to repeatedly re-design and develop the SCS pipe supports to the detriment of the project schedule and a significant cost impact to Bell. The Navy issued 5 change orders to modify the pipe supports and acknowledged responsibility for the incomplete design of several pipe supports. However, it appears from an independent review of the project records that Bell is at fault for manufacturing pipe supports that were not compliant with the contract. The contract drawings specified twelve-inch pipe supports, but Bell provided six-inch pipe supports. This portion of the claim is denied.

e) Other “Items of Impact” related to previously submitted REAs. The Navy addressed this issue relating to an alleged conflict in the specifications under Modification A00080. The denial of Bell’s REA was correct. This portion of the claim is denied.

f) General Conditions and Extension Costs. Bell claims overhead costs associated with the pipe support changes occurring during the period from 30 September 2018 to 1 April 2019 but did not provide adequate quantum information to support this claim. Therefore, this portion of the claim is denied.

2) Tex-Cap Electric, Inc. (Tex-Cap). Tex Cap organized its claim into four categories.

a) Direct Labor Productivity and Impact. Tex-Cap blames the Navy for its alleged loss in productivity. However, from an independent review it appears that the loss of productivity experienced by Tex-Cap, if any, was due to factors for which Caddell, as the general contractor, was responsible. All matters related to trade coordination were the responsibility of Caddell, not the Navy. This portion of the claim is denied.

b) Extended Overhead and Time Extension. Tex-Cap claims entitlement to overhead costs due to constructive changes and suspensions allegedly ordered by the government. The claim lacks credible evidence establishing that Tex-Cap, a subcontractor, is entitled to any additional time or compensation under the contract; this appears to be an issue to be resolved between the prime contractor and its subcontractor. This portion of the claim is denied.

c) Light Pole Foundations Differing Site Conditions. Tex-Cap submitted RFVs 028 and 038 requesting approval to install precast foundations rather than cast in place. Both RFVs were rejected reasonably due to site concerns. In addition, the Navy could not locate any documentation that Tex-Cap provided proper notice of the discovery of differing site conditions other than a brief reference to groundwater in RFV 028. This portion of the claim is denied.

d) Access Delays and Constructive Changes to Aerial Work. This is a pass through claim from Tex-Cap’s subcontractor, All South Electrical, LLC (AllSouth). AllSouth’s

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allegation predates Modification P00002, which bilaterally resolved any and all delays and impacts that occurred prior to 20 October 2017. This portion of the claim is denied.

3) Premier Fire Protection, Inc. (Premier). Premier's claim is a total cost claim about fire protection work that is supposedly based on job cost reports from its accounting system, with no explanation or categorization of costs to accompany the job cost report data. Many of the cost descriptions in the reports are blank. Premier's claim appears to relate to additional labor costs for delays that it alleges were primarily the result of trade stacking and downtime. Premier's claims fails to establish entitlement because the fire protection scope of work never shows up on the critical path of the project. In addition, Premier's claim occurred prior to Modification P00002. This portion of the claim is denied.

4) Old North State Masonry, LLC (ONSM). ONSM provided very little information in support of its claim. ONSM blends several project issues together as contributing factors to ONSM's alleged extended duration, without discussing individual entitlement issues or any discrete cost. Furthermore, much of ONSM's alleged basis for delay occurred within the period resolved by Modification P00002. For subsequent periods, ONSM's scope of work was not on the project's critical path. This portion of the claim is denied.

5) Conference Technologies, Inc. (CTI). There is very little information to support CTI's claim. CTI submitted documents for two alleged change orders, which appear to be associated with the same scope of work. The first change order is for the relocation of two 80" TVs in Building 2711. The second change order appears to be associated with disconnecting, relocating and re-terminating wiring due to the relocation of the TVs. CTI claims the TVs were installed on the wrong wall due to a conflict in drawings. CTI states there was an overall conflict due to the lack of coordination that should have been provided by the designer of record. But coordination of subcontractors is the responsibility of Caddell, not the Navy or its design firm. This portion of the claim is denied.

#### IV. The Government's Claim for Liquidated Damages

I find that Caddell is liable for \$5,586,640.00 in LDs under the contract and hereby assess that amount, and make demand for payment within 30 days, and assert a government claim in the amount of \$5,586,640, plus interest as allowed under the contract, at the rate established in the Contract Disputes Act, for each day. The calculations supporting this government claim are set forth in the table below.



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Liquidated Damages Assessment for Caddell Contract N69450-14-C-1756					
Based on Extending CCDs of Every Late Phase by 105 Calendar Days					
Phase - Description	CCD	Acceptance Date	Days Late	LD Rate	Total LDs
A1 - ERTT Staging & Laydown Area	7-Nov-2016	7-Nov-2016	0	\$ 672.00	\$ -
A2 - TSB2 High Bay	13-Jan-2017	13-Jan-2017	0	\$8,288.00	\$ -
A3 - Remainder of TSB2 (except Phases A4 & A5)	14-Feb-2018	23-Mar-2018	0	\$6,380.00	\$ -
A4 - TSB2 Ship Support Systems	20-Sep-2018	21-Feb-2020	414	\$3,360.00	\$ 1,391,040.00
A5 - ERTT Support Rooms on TSB2 2nd Deck	16-Oct-2017	16-Oct-2017	0	\$3,700.00	\$ -
B - BPE and Ship Support Systems	27-Mar-2019	21-Feb-2020	226	\$6,500.00	\$ 1,469,000.00
C1 - SAEP & Southern Security Enclave	22-Dec-2017	18-Mar-2018	0	\$4,000.00	\$ -
C2 - TSB2A and Security Enclave	19-Nov-2018	15-Mar-2019	11	\$8,000.00	\$ 88,000.00
C3 - Rest of Project	1-Mar-2019	13-May-2020	334	\$7,900.00	\$ 2,638,600.00
<b>TOTAL LD ASSESSMENT</b>					<b>\$ 5,586,640.00</b>

The total sum in liquidated damages owed by Caddell to the government as hereby assessed and asserted is \$5,586,640. Factoring in a reduction, based on 24 days of compensable delay granted by this decision at a daily rate of \$5,518, reduces the total due by \$132,432. This final reduction, however, is subject to quantum validation by audit and potential credits for indirect costs already paid under contract modifications by virtue of percentage markups on direct costs.

Although the contractor requested a resolution of these claims by Alternate Disputes Resolution (ADR) process, and the Department of the Navy favors ADR when in the best interests of the Government, I find that the parties are so far apart in their respective assessments on entitlement, that ADR is not be appropriate at this time.

This is the Contracting Officer's Final Decision. This decision may be appealed to the Armed Services Board of Contract Appeals, which is the authorized representative of the Secretary for hearing and determining contract disputes. If you decide to appeal this decision, written notice thereof must be mailed or otherwise furnished to the Armed Services Board of Contract Appeals, Skyline Six, 5109 Leesburg Pike, 7<sup>th</sup> Floor, Falls Church, VA 22041, within 90 days from the date you receive this decision. A copy shall also be furnished to the Contracting Officer from whose decision the appeal is taken at the following address:

Naval Facilities Engineering Command Southeast  
 Attn: Garry Murphy, Division Director  
 Naval Air Station Jacksonville  
 P.O. Box 30 BLDG 903 ACQ  
 Jacksonville, FL 32212-0030

The notice should indicate that an appeal is intended, should reference this decision, identify the contract by number, and state the amount in dispute. The rules of procedures of the Armed Services Board of Contract Appeals are in the Department of Defense Federal Acquisition Regulation Supplement (DFARS), Appendix A, Part Two. Optional Accelerated Procedures are

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available in appeals involving \$100,000 or less and Small Claims (expedited) procedures are available in appeals involving \$50,000 or less or, in the case of a small business concern (as defined in the Small Business Act and regulations under that Act), \$150,000 or less. In lieu of appealing to the Board of Contract Appeals, you may bring action directly in the Court of Federal Claims\* within 12 months of the date you receive this decision (\*except as provided in Section 4 of the Contract Disputes Act (Maritime Contracts)).

Sincerely,

A handwritten signature in black ink that reads "Garry R. Murphy". The signature is written in a cursive style with a large initial "G".

GARRY MURPHY  
Contracting Officer

## FOUO: NPTU MILCON WEEKLY SITREP – Week 5 November 2019

**BLUF:** Caddell continues to recover from the failure of the DI pump (repaired 29 Oct). Relays in SN-4 and SN-5 were repaired by 30 Oct; however, there is still an issue with the SYNC function to be resolved. Focus is to complete all requirements (FPTs and finding logs - **FPTs commencing 4 Nov**) to start Integrated Testing. Contractor working to turnover all electrical/mechanical systems on BPE to support arrival of MTS.

**New Timeline** (According to Caddell): FPTs complete 10 Nov; Start Integrated Testing 11 Nov; Complete Integrated Testing 18 Nov; Endurance & Short Term Testing Start 15 Nov and Finish 3 Dec and Project Completion 3 Dec. ROICC assessment is that integrated testing will start on 3 Dec (not 11 Nov) because of the extensive findings log and that remaining dates will shift accordingly.

**Priorities for the week:** (1) Turnover BPE (mechanical and electrical systems) (2) restart FPTs (3) Resolve switch N4 and N5 relay sync function issue (workaround in place) (4) resolve generator set switching issue (breakers trip when switch occurs)

**Note:** CxA **will be onsite afternoon 4 Nov** (old date 29 Oct)

### Ship Support Systems:

- **DI:** NPTU “DI pump” turned over to contractor last week (23 Oct) to facilitate the restarting of DI FPT by mid-week (30 Oct). Issue with “Leaks” in DI piping connections resolved (Teflon tape).
  - **FPT Status:** Contractor’s September schedule update; start of FPT 8 Oct and a finish of 23 Oct, with no float. Pump one failed on 17 Oct – resolution to issue affects the schedule. It is clear that the delays are stacking and the ECD is pushing to the right.
    - *DI Pump Issues & Recovery:* NPTU provided their spare pump to the contractor on 23 Oct – the lines are clean, the GOV provided pump installed and tested 29 Oct. FPTs starting 4 Nov.
    - There continues to be issues with Nitrogen samples not passing (high O<sub>2</sub> % and hydrocarbon PPM), RO unit leaks, and Carbon absorption issues.
  - **Integrated Testing:** ~~Start NLT 11 Nov~~ Estimated to be early DEC (Government estimate)
- **OWS:** ECD of OWS FPT 31 Oct
  - **FPT Status, no significant progress to report**
    - Open Items:
      - Seismic Pipe Support Report: Report submitted to BMCD for review. NSTR.
      - Polisher performance test, chemistry analysis, and submission of reports, samples were taken on 27 Sep. Contractor received results from train 1 on 18 Oct. Results for train #2 expected by 25 Oct. Failed test results – exceeded specified limits.
      - Three (not two) Critical Findings Log items remain open NSTR
    - **Integrated Testing:** ~~Start NLT 11 Nov~~ Estimated to be early DEC (Government estimate)
- **SWC (Chlorination):** Replacement of valve added to punch list. Turnover letter being drafted (NPTU has taken possession).
- **AHP:** NSTR
  - **FPT** items that must be resolved
    - CO Monitor on HPAC: Item installed, only needs retesting. NSTR
    - Breathing/Air Quality Test Results: All test results good to date (Two samples remaining).
    - Bottle fill & regulating valve leak: Fix TBD, after OWS, DI FPTs. NSTR
    - Bottle fill point, observed by Commissioning Agent: TBD, after OWS, DI and SWC FPTs. NSTR

\* **Note:** NSTR – Nothing Significant to Report

## FOUO: NPTU MILCON WEEKLY SITREP – Week 5 November 2019

- Seven Critical Findings Log items remain open. Subcontractor onsite all last week, and will be back this week, working these items, majority of items are complete. Need verification from NPTU. NSTR
- **Integrated Testing:** ~~Start NLT 11 Nov~~ Estimated to be early DEC (Government estimate)
- **ALP:** Working Generator related issues
  - **FPT** items that must be resolved
    - Dew Point Monitor: Reinstalled and Calibrated, awaiting system restart to test, which is TBD, after OWS, DI and SWC FPTs. Calibration issue related to pressure.
    - CO Sensors: Reinstalled and corrected, awaiting system restart to test, which is TBD, after OWS, DI and SWC FPTs. NSTR
    - Generator Transfer: Caddell working with sub and BMCD to implement and troubleshoot. Solution has not been conclusively determined. Letter sent to contractor on 24 OCT. Outage held 1 Nov to test generator w/o air compressors in the load still trips breakers – diagnosing to continue this week.
  - **Integrated Testing:** ~~Start NLT 11 Nov~~ Estimated to be early DEC (Government estimate)
- **SCS:** NSTR
  - **FPT complete, major items still open:**
    - Still Well Bracing: Waiting on Caddell to provide a written document from the manufacturer signed by a PE to close out issue. Manufacturer says there is not enough data to perform an analysis and thus provide a letter with a PE stamp on it. (Correspondence from BMCD. AE Stamp not required – modifications do not affect pressure vessel variables. Awaiting concurrence from SPPE.)
    - SCS Relief Valve, replace with pressure sensor, parts installed. NSTR
  - **Integrated Testing:** ~~Start NLT 11 Nov~~ Estimated to be early DEC (Government estimate)

**Phase A4 (TSB-2 Ship Support System Complex) Turnover:** 6 major items remain open (out of 69 findings) before **substantial completion** is achieved.

**Phase B (BPE-SSS) Turnover:** Performed pre-final walkthrough of piping (CHT, potable water, Fire, etc.) under the pier on 10 Oct. 16 punch list items found (and 76 findings). Relay testing for shore power scheduled held 23 Oct – Failed testing with regard to SN4 and SN5 relays and tripping breakers. Major issues resolved, but still have a final issue with the “SYNC” function. (No suspense provided from KTR on fixing synchronization function yet).

### TSB-1 Repurpose/HVAC MILCON:

- CM working with Contractor to complete the final submittals to receive NTP (need Baseline schedule and Security Plan)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			I. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   11</b>
2. AMENDMENT/MODIFICATION NO. <b>P00002</b>		3. EFFECTIVE DATE <b>13-Nov-2017</b>	4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NAVFAC SOUTHEAST ROKCC CHARLESTON 2120 QUALITY CIRCLE, B-71 GOOSE CREEK SC 29445-6611		CODE <b>N89450</b>	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CADELL CONSTRUCTION CO. (DE), LLC 2700 LAGOON PARK DR MONTGOMERY AL 36108-1110			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N89450-14-C-1756	
			X 10B. DATED (SEE ITEM 13) 20-Aug-2014	
CODE <b>6K4W4</b>			FACILITY CODE	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>52.243-4 Changes Clause</b>				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>  1  </u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>chester1894</b> <b>N89450-14-C-1756 Nuclear Power Training Facilities, JB Charleston, SC</b>  The purpose of this modification to incorporate changes resulting from the 3 October 2017 Partnering Meeting.  See continuation page.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GARRY MURPHY / SUPERVISORY CONTRACT SPECIALIST TEL: 904-642-8912 EMAIL: garrymurphy@navy.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Garry R. Murphy</i> (Signature of Contracting Officer)	16C. DATE SIGNED 17-Nov-2017	
(Signature of person authorized to sign)				



## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

A00043

This modification incorporates changes as a result of the 3 October 2017 partnering session, subsequent discussions, and communications. This modification supersedes all said previous discussions and communications, and constitutes the entire agreement between the parties regarding all matters related to the changes outlined below to be incorporated at no additional cost to the Government.

A. Changes to the specifications as follows:

I. SPECIFICATION SECTION 01 32 17.00 25, NETWORK ANALYSIS SCHEDULE (NAS)

1.5 QUALIFICATIONS

Change the title to "1.5 QUALIFICATIONS AND ON-SITE RESPONSIBILITIES"

Add the following paragraph:

"In addition to meeting the qualification of this section, the designated scheduler shall be on-site until the start of the sequenced Phase 10 work in TSB 1, unless the parties mutually agree the scheduler is no longer needed on-site, as shown on sheet A002 in Volume 5A. The scheduler shall be dedicated full-time with responsibilities for all contractually required schedule deliverables (P6 monthly schedule updates, look-ahead schedules, dates for REDZONE items, and Time Impact Analyses for proposed contract changes) as well as any special schedules the contractor uses to prosecute the work. Scheduler shall track progress in the field during each work day."

II. SPECIFICATION SECTION 01 14 00.00 25, WORK RESTRICTIONS"

1.2 SPECIAL SCHEDULING REQUIREMENTS

Add the following:

"10. The start of work at TSB 1 (Bldg 2314) shall be delayed for 45 calendar days after the turnover/acceptance of TSB-2A (Bldg 2711) in order to facilitate NPTU vacating portions of TSB-1 to support the sequenced phases in the contract drawings."

B. Contractor agrees to forever waive and release any past, present, or future requests for equitable adjustments or claims related to any delays and cumulative/ripple impacts costs normally occurring from contract original award date through October 20, 2017 to include:

- i. Impacts related to black flag/escort issues through 20 October 2017
- ii. Impacts related to utility outage denials or postponements through 20 October 2017
- iii. Impacts related to the alleged design sequencing problems for work at the South Pier approach through 20 October 2017

C. This modification formally resolves bilaterally and with the full accord and satisfaction modifications A00040, A00041, and all modifications previously issued unilaterally up to the date of this modification.

- D. This modification also incorporates changes to the contract phasing provided in NFAS 5252.211-9301. Upon execution of this modification, both parties agree that the changes to the contract phasing do not constitute acceleration of the work. Phased Construction Schedule is hereby changed to the following:

Phase A1 – Engine Room Team Trainer (ERTT) Contractor Staging and Laydown Area & ERTT Contractor Trailers<sup>1</sup>  
Completion Date: November 7, 2016

Phase A2 – TSB 2 (Bldg. 2701) High Bay<sup>2</sup> from CLIN 0001 and all CLIN 0005  
Completion Date: January 13, 2017

Phase A3 – Remainder of TSB 2 (Bldg. 2701)<sup>3</sup> with the exception of Phase A4 and Phase A5 from CLIN 0001 and CLIN 00012 and all CLIN 0005  
Completion Date: December 4, 2017

Phase A4 – TSB 2 (Bldg. 2701) installation of SCS, DI, OWS, and AHP systems<sup>4</sup> from CLIN 0001.  
Completion Date: July 5, 2018

Phase A5<sup>5</sup> – TSB 2 (Bldg. 2701) rooms 221, 222, 224, 227, 228, 229, 230, 231, 247, and 201H from CLIN 0001 and CLIN 0005 as applicable.  
Completion Date: October 16, 2017

Phase B (All CLIN 0002 and CLIN 0003) –  
Completion Date: July 5, 2018

Phase C (Remainder of CLIN 0001, all CLIN 0004, and all CLINs 0006, 0007, 0008, 0010, 0011, 0012, and 0013 – split into the following three parts:

Phase C1 (From CLINs 0001, 0010, and 0012) – SAEP (Bldg. 2626) and the security enclave depicted on sheet C040.  
Completion Date: December 4, 2017

Phase C2 (From CLINs 0006, 0011 and 0013 and all of CLIN 0008) – TSB 2A (Bldg. 2711) and the security enclave depicted on sheet C043.  
Completion Date: June 18, 2018

Phase C3 (From CLINs 0001, 0004, 0006, 0007, 0010, 0011, and 0013) – TSB 1 (Bldg. 2314) and the remainder of the project.  
Completion Date: February 22, 2019

Notes:

1. Refer to Volume 2A, Drawing C040 Phase 7 - Security Layout and Site Access, for ERTT Contractor Staging and Laydown Area and ERTT Contractor Trailers. This area must be fully-complete, accessible, and usable to be considered for acceptance and turnover.
2. Refer to Volume 3A, Drawing A101, between column line A - B and column lines 1-7 and refers to room numbers 129, 131, 132, and 133. This area must be fully accessible and usable to be considered for acceptance and turnover. This does not include TAB and controls performance verification testing for High Bay HVAC equipment; interior high bay personnel doors; and commissioning and final testing of the following systems: fire systems, security, controls, HVAC, and communication systems which are all to be completed in Phase A3."

The aforementioned remaining work in the referenced area must be performed between 5:00 PM and 6:00 AM eastern time Monday through Friday, excluding Federal holidays, and/or between 6:00 AM



and 4:00 PM on Saturdays and Sundays. All work requires application and Contracting Officer approval in accordance with Spec Section 011400.0025, 1.3.3. If a particular evolution cannot be completed during these hours, justification and 15 calendar day notice is required."

3. The ALP commissioning for Phase A3 is limited to the portion of the system contained within TSB-2 (Building 2701). Commissioning of the portion of the ALP system servicing the piers is included under Phase B.

4. Phase A4 includes the installation of the DI, OWS, AHP, and SCS ship support system equipment in TSB-2 (Building 2701). Commissioning of these systems is contingent on completion of the pier utilities and, therefore, included under Phase B.

5. Phase A5 allows for the turnover of TSB 2 (Bldg. 2701) rooms 231, 247, 230, 201H, 228, 229, 227, 224, 222, and 221 prior to entire completion of TSB 2 (Phase A3). (Reference area in red on the Phase A5 Areas sketch) All rooms are to be complete with the exception of systems testing and commissioning. All doors in the area installed with hardware, including doors bordering the high bay and those on the opposite side of the hallway. Construction cores are acceptable until entire building is turned over and JB CHS can install the permanent cores at a later date. Contractor is required to coordinate with the ERTT contractor, via the ROICC, for Lockout/Tagout on LP21 (Room 246), PA Panel (Room 112), ALP Valve (Room 118), and LP14 (Room 148A) components to allow ERTT contractor tie-ins to building system after Phase A5 turnover. Contractor will maintain control over freight elevator and adjacent passageway into room 219 to complete the remainder of phase A3

E. FAR 52.211-12 Liquidated Damages- Construction is also hereby changed to incorporate the above revised phasing.

Acceptance of this modification by the contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work as herein revised.

## SECTION 00010 - SOLICITATION CONTRACT FORM

### DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
25-JUN-2018	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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22-FEB-2019

1

ROICC CHARLESTON  
INSPECTOR OF RECORD  
2120 QUALITY CIRCLE, BLDG 71  
GOOSE CREEK SC 29445-8611  
842-794-4114  
FOB: Destination

N44410

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
18-FEB-2018	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
05-JUL-2018	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
18-FEB-2018	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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05-JUL-2018

ROICC CHARLESTON  
INSPECTOR OF RECORD  
2120 QUALITY CIRCLE, BLDG 71  
GOOSE CREEK SC 29445-8611  
842-794-4114  
FOB: Destination

N44410

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
25-JUN-2018	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
22-FEB-2019	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
18-JUL-2017	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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04-DEC-2017	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410
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The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
25-JUN-2018	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
22-FEB-2019	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

The following Delivery Schedule item for CLIN 0007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
25-JUN-2018	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE

22-FEB-2019

ROICC CHARLESTON  
INSPECTOR OF RECORD  
2120 QUALITY CIRCLE, BLDG 71  
GOOSE CREEK SC 29445-8611  
842-794-4114  
FOB: Destination

N44410

The following Delivery Schedule item for CLIN 0008 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
25-JUN-2018	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
18-JUN-2018	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

The following Delivery Schedule item for CLIN 0010 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
25-JUN-2018	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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22-FEB-2019	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410
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The following Delivery Schedule item for CLIN 0011 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
25-JUN-2018	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
22-FEB-2019	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

The following Delivery Schedule item for CLIN 0012 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
25-JUN-2018	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE

04-DEC-2017

1

ROICC CHARLESTON  
INSPECTOR OF RECORD  
2120 QUALITY CIRCLE, BLDG 71  
GOOSE CREEK SC 29445-8611  
842-794-4114  
FOB: Destination

N44410

The following Delivery Schedule item for CLIN 0013 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
08-APR-2018	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
22-FEB-2019	1	ROICC CHARLESTON INSPECTOR OF RECORD 2120 QUALITY CIRCLE, BLDG 71 GOOSE CREEK SC 29445-8611 842-794-4114 FOB: Destination	N44410

## SECTION 00700 - CONTRACT CLAUSES

The following have been modified:

## 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount as specified for each phase below. This amount shall be applied for each calendar day of delay until the work is completed or accepted for each phase.

During Phase A1 - \$672.00  
During Phase A2 - \$8,288.00  
During Phase A3 - \$6,380.00  
During Phase A4 - \$3,360.00  
During Phase A5 - \$3,700.00  
During Phase B - \$6,500.00  
During Phase C1 - \$4,000.00  
During Phase C2 - \$8,000.00

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During Phase C3 - \$7,900.00

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

(End of Summary of Changes)

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