

# **EXHIBIT 1**



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February 20, 2018

**VIA EMAIL & FIRST-CLASS MAIL**

FOIA Officer  
United States Army Special Operations Command  
Freedom of Information Act Office  
USASOC (AOIM-FOIA)  
2929 Desert Storm Drive  
Fort Bragg, N.C. 28310-9110  
[USASOC.FOIA@socom.mil](mailto:USASOC.FOIA@socom.mil)

**Re: Freedom of Information Act Request**

Dear Sir or Madam:

This request is made pursuant to the Freedom of Information Act, 5 U.S.C. § 552 (the "Act").

For the purposes of this request, "USACE" shall refer to the United States Army Corps of Engineers, "USASOC" shall refer to the United States Army Special Operations Command, and "10th SFG" shall refer to the United States Army 10th Special Operations Forces Group. The term "Contract" refers to Contract No. W9128F-14-C-0024, for the construction of the SOF Battalion Operations Facility Complex at Fort Carson, Colorado ("Project"), awarded to Watts Constructors, LLC ("Watts") on July 17, 2014. The term "Government" refers to the United States Government.

Pursuant to the Act, we are requesting that you produce the following documents for inspection and copying:

1. All documents, including communications between and among USACE, USASOC, and/or 10th SFG, concerning delays to the completion of the Project.
2. All documents, including communications between and among USACE, USASOC, and/or 10th SFG, regarding extension of the Project's completion time past the original completion date.

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ATLANTA BOSTON CHICAGO HOUSTON LONDON LOS ANGELES MELBOURNE NEW YORK SACRAMENTO SAN FRANCISCO SHANGHAI SYDNEY WASHINGTON, D.C.



3. All documents referring or relating to USASOC and/or 10th SFG's review of a Project schedule showing a completion date in May 2018 for the Project.
4. All communications between and among USACE, USASOC and/or 10th SFG regarding extending the completion date of the Project to May 2018.
5. All documents concerning USASOC and/or 10th SFG's plans to occupy and use the Project.
6. All documents referring or relating to the timetable for USASOC and/or 10th SFG to occupy and use the Project.
7. All documents concerning USASOC and/or 10th SFG's present need to occupy and use the Project.
8. All documents referring or relating to any urgency expressed by USASOC and/or 10th SFG to USACE regarding the need to occupy and use the Project.
9. All documents, including communications between and among USACE and USASOC and/or 10th SFG, concerning the termination of Watts' Contract at the Project.
10. All documents, including communications between and among USACE and USASOC and/or 10th SFG, regarding the plan for completion of the Project following Watts' termination, including the hiring of a replacement contractor or the procurement of Watts' subcontractors directly.
11. All documents, including communications between and among USACE and USASOC and/or 10th SFG, concerning Watts' access to the Project following termination.
12. All documents referring or relating to any security concerns expressed by USASOC and/or 10th SFG to USACE following the termination of Watts' Contract at the Project (if any).
13. All documents referring or relating to the unavailability of security guards, military police, or USASOC/10th SFG personnel to provide security and access at the Project beginning in February 2018.
14. All documents, including communications between and among USACE and USASOC and/or 10th SFG, concerning the estimated time for completion of the Project following the termination of Watts' contract.

Consistent with the Act, we are prepared to reimburse you for reasonable search and review costs you incur in complying with this request. This letter authorizes you to incur up to \$500.00 in such charges. Please contact me prior to incurring charges greater than \$500.00 so that I can consider and approve any such additional amount. When I inspect the documents, I will designate those I wish to have copied. If the Government makes the copies, we will pay for all reasonable copying costs consistent with the Government's fee schedule in effect at the time



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the copies are made. If the copies are made by an outside copy service, we will pay that vendor directly.

If you conclude that the requested documents contain both exempt and non-exempt material and you decide not to disclose the exempt material, I request that all non-exempt material be disclosed and that the deletion of exempt material be plainly and conspicuously indicated.

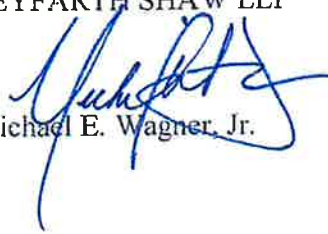
If you determine that any document or parts of a document are exempt and you decide not to release such document, we request that you provide us with a Vaughn Index and specifically note which exemption(s) contained in the Act you believe pertain to each document or part of a document that you decide not to release. *See Vaughn v. Rosen*, 484 F.2d 820 (D.C. Cir. 1973), *cert. denied*, 415 U.S. 977 (1974).

If you determine that a requested document is not in USASOC or 10th SFG's possession, we request that you identify all federal agencies or other entities believed to possess such document and the specific document or categories of documents believed to be in the possession of each such federal agency or other entity. We request that any notification of this determination be provided within ten (10) working days of the submission of this request.

Finally, we request that, to the extent possible, this matter be handled in an expedited fashion and no later than twenty (20) working days of receipt as provided by the Act. If there is anything we can do to assist you, please contact me directly at (202) 828-3592.

Sincerely,

SEYFARTH SHAW LLP



Michael E. Wagner, Jr.