REPORT DOCUMENTATION PAGE

Form Approved OMB No. 0704-0188

1. AGENCY USE ONLY (Leave blank)	2. REPORT DATE	3. REPORT TYPE AND DATES COVERED
	2003	Final 2003

4. TITLE AND SUBTITLE

A Forensic Analysis of Construction Litagation, U.S. Naval Facilities Engineering Command

5. FUNDING NUMBERS

6. AUTHOR(S)

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7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES)

The University of Texas at Austin
Austin, Texas

8. PERFORMING ORGANIZATION REPORT NUMBER

9. SPONSORING/MONITORING AGENCY NAME(S) AND ADDRESS(ES)

U.S. Navy Graduate Education Program
Director of Civilian Institution Programs
U.S. Navy Graduate Education Program
Naval Postgraduate School, Code 31A
1588 Cunningham Road, Herrmann Hall, Room 220E
Monterey CA 93943-5143

10. SPONSORING/MONITORING AGENCY REPORT NUMBER

11. SUPPLEMENTARY NOTES

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12a. DISTRIBUTION/AVAILABILITY STATEMENT

Approved for Public Release; distribution is unlimited.

12b. DISTRIBUTION CODE

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12. ABSTRACT (Maximum 200 words)

This thesis analyzes cases of construction litigation involving the U.S. Naval Facilities Engineering Command (NAVFAC) for the period 1982-2003. NAVFAC construction litagation cases were extracted from the historical trail decision record of the Armed Services Board of Contract Appeals (ASBCA). The thesis provides trend data for all "first time" construction litigation cases brought before the board over the last 21 years. A total of 666 cases involving NAVFAC construction contracts were identified over this 21 year period. The characterization of these cases was accomplished through a review and tabulation of ASBCA identified "primary" causes and a subjective analysis of "root" causes from a random sample extracted from the total population. The random sample data set totals 30 cases and was taken from cases litigated in the last 10 years. Recommendation based on the findings are given to NAVFAC.

13. SUBJECT TERMS Commercial law; Contract administration; Litigation; Construction, Armed Services Board of Contract Appeals (ASBCA); Thesis

15. NUMBER OF PAGES

16. PRICE CODE

17. SECURITY CLASSIFICATION OF REPORT	18. SECURITY CLASSIFICATION OF THIS PAGE	19. SECURITY CLASSIFICATION OF ABSTRACT	20. LIMITATION OF ABSTRACT
UNCLASSIFIED	UNCLASSIFIED	UNCLASSIFIED	UNCLASSIFIED

NSN 7540-01-280-5500

Standard Form 298 (Rev. 2-89)
Prescribed by ANSI Std. 239-18
298-102

A FORENSIC ANALYSIS OF CONSTRUCTION LITIGATION, U.S. NAVAL FACILITIES ENGINEERING COMMAND

by

Jeffrey Joseph Kilian, B.S., P.E.

Thesis

Presented to the Faculty of the Graduate School of

The University of Texas at Austin

in Partial Fulfillment

of the Requirements

for the Degree of

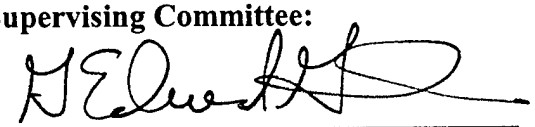
Master of Science in Engineering

The University of Texas at Austin

May 2003

A FORENSIC ANALYSIS OF CONSTRUCTION LITIGATION, U.S. NAVAL FACILITIES ENGINEERING COMMAND

Approved by
Supervising Committee:



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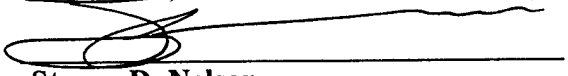

Steven D. Nelson

Dedication

To my wife, Michaele and

my children, Kathleen, Claire, and Mary with love and appreciation.

Acknowledgements

I would like to express my sincere appreciation to my graduate advisor, Dr. G. Edward Gibson for all of his efforts in helping me put this thesis together. His patience, mentorship, and professionalism have been outstanding throughout the thesis process. It has been a true pleasure working for him. I would also like to give a special thank you to Steven D. Nelson, Esq. for providing guidance and giving me an introduction to the subject matter. Additionally, I would like to thank the United States Navy and the Civil Engineer Corps for providing me with an opportunity to attend a truly great institution like the University of Texas at Austin. Lastly and most importantly, I would like to thank my wife, Michaele. Her understanding and support have been crucial in the completion of my graduate studies. As my wife and the mother of my children, she is a true team player. Thanks dear.

Date submitted April 14, 2003

Abstract

A FORENSIC ANALYSIS OF CONSTRUCTION LITIGATION, U.S. NAVAL FACILITIES ENGINEERING COMMAND

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The University of Texas at Austin, 2003

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This thesis analyzes cases of construction litigation involving the U.S. Naval Facilities Engineering Command (NAVFAC) for the period of 1982-2002. NAVFAC construction litigation cases were extracted from the historical trial decision record of the Armed Services Board of Contract Appeals (ASBCA). The thesis provides trend data for all "first time" construction litigation cases brought before the board over the last 21 years. A total of 666 cases involving NAVFAC construction contracts were identified over this 21 year period. The characterization of these cases was accomplished through a review and tabulation of ASBCA identified "primary" causes and a subjective analysis of "root" causes from a random sample extracted from the total population. The random sample data set totals 30 cases and was taken from cases litigated in the last 10 years. Recommendations based on the findings are given to NAVFAC.

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Chapter 1. Introduction

1.1 Purpose

The purpose of this thesis is to perform a review, trend analysis, and classification of construction contract litigation associated with the U.S. Naval Facilities Engineering Command (NAVFAC) for the period of 1982 to 2002 (a period of 21 years). For the purposes of this thesis, the term litigation is defined as a "first time" dispute heard before the Armed Services Board of Contract Appeals (ASBCA). "First time" disputes are cases that have never been brought before the ASBCA for resolution. Request for review at the ASBCA is a legal step taken by contractors as a response to the denial of claims on the part of the NAVFAC. These claims are typically characterized as requests for additional compensation, and/or time.

There is a common belief in the construction industry that litigation is on the rise. One issue currently facing NAVFAC is whether or not this is true. If it is in-fact a correct observation, what then is its impact on the shore facilities construction and maintenance programs of the United States Navy? Are there common factors present within the recent litigation history of NAVFAC that can help to identify possible areas of concern? Can this information lend itself to improvements in NAVFAC operations and policies?

Through an analysis of causal information, this thesis provides NAVFAC with a snapshot of their construction litigation history. Findings are presented by outlining trends and identifying causes of litigation. The analyzed data will help NAVFAC to identify possible locations for improvement within their contracting, construction, and facilities management programs.

The end product of this thesis is to provide NAVFAC with a construction litigation data set comprising first time cases seen before the ASBCA from 1982 – 2002. The data extracted from this case set will include an objective analysis of primary causal information as defined by the ASBCA and a subjective analysis of root causes from a randomly sampled set of cases covering the period of 1993-2002. In addition, recommendations will be given to NAVFAC reflecting the data analysis.

1.2 Scope

The scope of this thesis focuses on two primary areas. The first includes a complete examination of the "primary" causes of litigation associated with NAVFAC construction contracts over the last 21 years. "Primary" causes are identified and defined within the text of each decision rendered by the ASBCA. ASBCA decision history is reported by an outside publishing entity named Commerce Clearing House Inc. The cases examined for this thesis have been taken from CCH Inc. publications and recorded in annual segments. The second focal point includes a subjective analysis of "root" causes from a randomly

sampled set of cases. A representative sample; covering the last ten years (1993 - 2002) of construction cases was extracted and analyzed to look closer at recent litigation. The assignment of "root" causes is accomplished through the use of a subjective approach outlined in Chapter 4. The random sample data will be drawn from the same ASBCA decision history data set compiled for the total population. The analysis of both sets of data will reveal trends in the causes of litigation involving NAVFAC construction contracts.

1.3 Objectives

The objectives of this thesis are therefore to:

1. Characterize "first time" litigation for NAVFAC construction projects during the period 1982 to 2002;
2. Develop a methodology for "root" cause analysis of construction litigation;
3. Perform a "root" cause analysis of a random sample of ASBCA reviewed NAVFAC projects over the past 10 years;
4. Develop a database for all NAVFAC construction litigation cases for the period of 1982 to 2002; and
5. Provide recommendations to NAVFAC based on the findings of this research.

Chapter 2: Background

This chapter presents background information regarding the construction industry and litigation. It was gathered as a result of a literature review and conversations with personnel at NAVFAC Headquarters.

2.1 Overview

There is a perception in society that the rate of litigation is on the rise. Some decry the negative impacts of litigation while others vigorously defend the process and espouse the potential benefits associated with the tort system. Issues surrounding medical malpractice lawsuits are currently garnering much attention with the American public. Despite media reports supporting the belief that these actions are increasing in number, recent studies have indicated that they are actually declining in frequency and award amount (Pasztor, 2003). Can this be said for the construction industry as well? In particular, is this true for NAVFAC?

The construction industry comprises one of the largest segments of the U.S economy. Recent figures place total construction output around $856 billion dollars per year. The industry employs nearly 7.9 million workers (Construction Industry Statistics, 2001). Approximately 8% of the U.S. gross domestic product is linked to the construction industry (Construction Industry Statistics, 2001). In

1999, publicly owned construction was valued at $158 billion dollars (Construction Industry Statistics, 2001). The industry has a major impact in a number of supporting industries as well. Examples of its influence can be seen in the manufacture of construction materials and supplies, equipment, and furnishings. The industry also affects the banking, transportation, and industrial sectors of our economy.

2.2 Construction Project Participants

The primary participants in any given construction project can normally be categorized into three areas. They include the owner, the designer(s), and the contractor(s). Together these parties participate in a collaborative effort to fund, design, and construct a given project. Secondary participants typically include sureties, insurance companies, material suppliers and governmental regulatory agencies.

The owner is the party that develops and funds the project concept. This entity can be represented by a private party or the government. In the example of a government project, the owner is in-fact the government itself and it is typically represented in the form of an agency such as NAVFAC or the Department of Transportation. Most government projects will utilize an internal standalone project management team that provides liaison between the fiscal control authority, design resources, and the contractor. Private sector owners may or may

not have a project management team. Larger private sector owners tend to employ their own project management team (Stipanowich, 1998). These teams normally act in the same capacity as government project management teams. Definitions and background information regarding NAVFAC and its field level project management team composition is covered in Chapter 3.

The designers are sometimes referred to as the Architect/Engineer or the "A/E" firm. The designers can be employed by either the owner or the contractor depending on the type of contract. In Design–Build contracts, the designer will work for the contractor. In other contracts, the designer is typically employed by the owner. In some instances, the designer can also act as the project manager. In structural or "vertical" construction, architects generally fill this role and hire the necessary engineers to conduct the design process. In civil or "horizontal" construction, engineers fill the prime design role.

The contractor is the other participant in the process. The term contractor can refer to either the general contractor or the subcontractor or both. Most contractors in the United States are small and operate in a local or regional capacity (Stipanowich, 1998). The contractor's livelihood is always tied to the success or failure of their projects. They have a vested interest in maximizing their profits and minimizing their losses. Contractor levels of business and legal experience are varying and quite diverse.

The last group of participants plays a secondary but supportive role in the construction process. Sureties provide bonding services for the general contractor, subcontractors and/or material and equipment suppliers. Insurance companies provide insurance coverage for potential liability issues such as workers compensation, accidents, etc. Material suppliers provide the requisite material needed to complete the project. Lastly, governmental regulatory agencies provide federal, state and local oversight on mandatory regulations and statutes. Agencies can include the Occupational Safety and Health Agency (OSHA), the Environmental Protection Agency (EPA), Mine Safety and Health Administration (MSHA), etc.

2.3 The Evolution of a Dispute

Construction contracts are complex and as a result can be interpreted in any number of ways. It is not uncommon for disputes between the owner, designer, and the contractor to arise during the execution of a project. These parties often view the construction process from differing perspectives. For example, a common dispute situation may arise when a contractor claims to be entitled to additional compensation, time, or both for an issue that has developed on the project. Driving factors behind the claim may be (McMullan, 2003):

- Owner caused delays,
- Performing extra work not detailed in the design,

- Deficiencies in design, plans, and specifications,
- Performing work that was more difficult than described in the contract,
- Differing site conditions, or
- Owner initiated change orders (additive or deductive).

In this type of scenario, either the contractor or owner may be "in the right" depending on the facts surrounding the situation. However, there is often a shared responsibility for the development of the dispute. These differences can be resolved in any number of ways. Leading trade groups and governmental agencies such as the Associated General Contractors of America, the American Society of Civil Engineers, the U.S. Army Corps of Engineers, and U.S. Naval Facilities Engineering Command have advocated the use of alternatives to litigation. These alternatives procedures are commonly referred to as Alternative Dispute Resolution (ADR) procedures. More recently, these groups have also advocated Dispute Avoidance procedures. Both dispute avoidance and dispute resolution procedures are often loosely referred to as ADR (Nelson, 2003).

NAVFAC has embraced two major changes in their contracting process in the last ten years in an attempt to mitigate disputes with their contractors. One of the two changes includes the implementation of an ADR technique known as Partnering.

NAVFAC officially promulgated partnering guidance to their Engineering Field Divisions and Engineering Field Activities in February 1991 (Schmader,

1994). Partnering is defined as a management process in which participants in the construction process are brought together with the purpose of integrating and maximizing each others services in order to best achieve business objectives (CII, 1996). Partnering is not a formal legal process or "quick fix" for sub par performance (CII, 1996). The use of partnering facilitates communication and problem solving by providing an inclusive environment for the involved participants. Partnering allows for potentially troublesome issues to be addressed in a proactive fashion before they can evolve into disputes. Partnering affords the involved parties the opportunity to share their common goals and strategies for the execution of the project (Nelson, 2003). In the end, the results of partnering can be measured against what was initially invested in the process.

The second NAVFAC contracting initiative included the implementation of Design-Build contracts. In 1992, the U.S. House of Representatives passed a pentagon authorization bill that allowed the U.S. Navy Chief of Civil Engineers to issue more Design-Build contracts (Roth, 1995). Prior to that point, the Navy had been involved with Design-Build contracts on a small scale. Design-build is a delivery method using a contractual agreement between an owner and a single entity that has design and construction responsibilities (CII, 1997).

Design-build helps to identify early project costs, reduces the numbers of responsible parties for design and construction, and potentially provides for shorter design and construction schedules (CII, 1997). Despite the use of

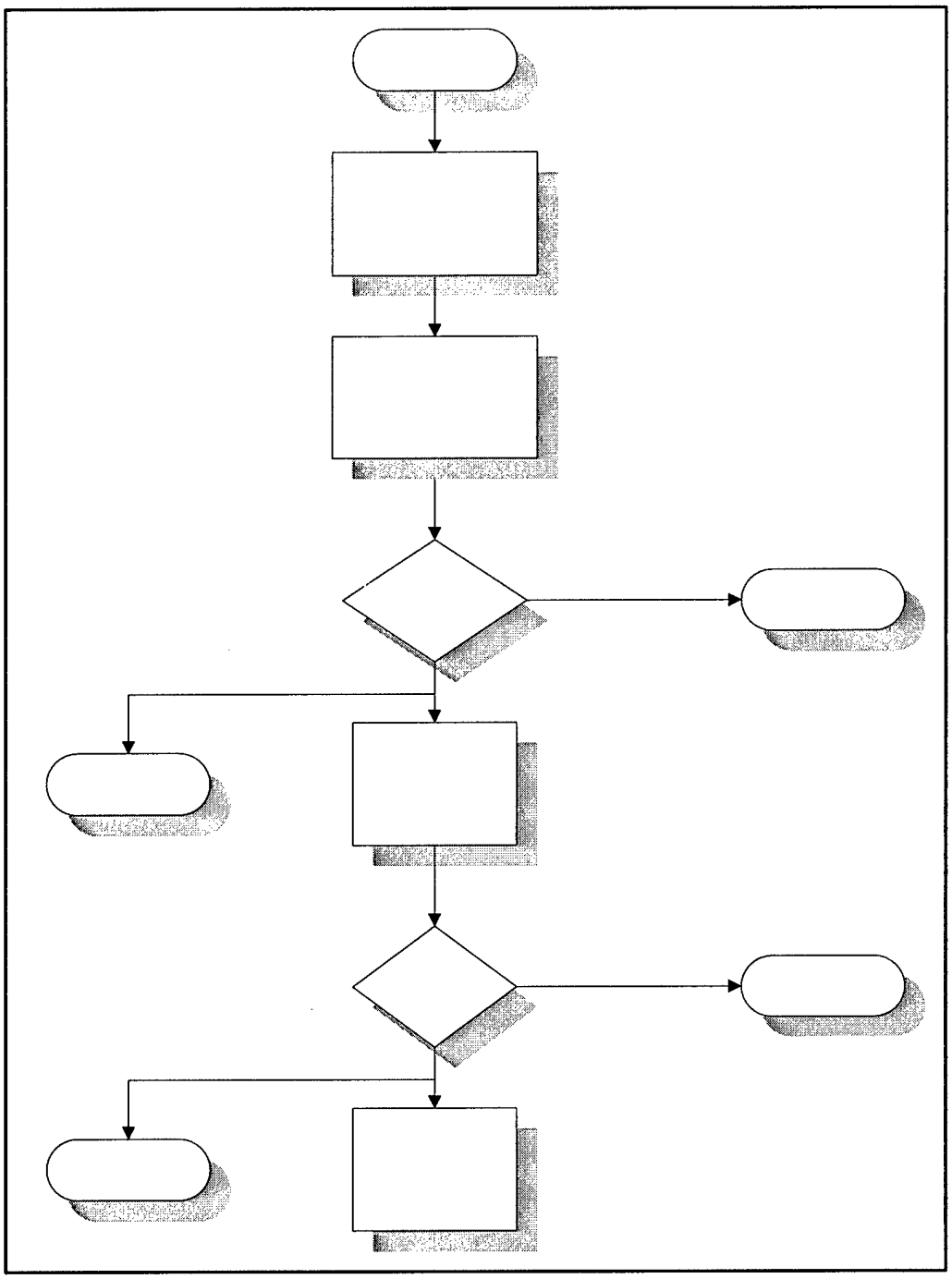
Partnering and Design-Build, NAVFAC does encounter situations where parties are unable to reconcile their differences. For these types of situations, federal contract regulations allow for contractors to have the opportunity to submit claims.

2.4 NAVFAC Claims Process

Construction contracts claims administered by NAVFAC allow the submittal of claims on the part of the contractor and eventual judicial review if necessary. Initially, an attempt is made to resolve the dispute at the project level with the government project representative. If a remedy is not agreed upon, the contractor can submit its claim to the Contracting Officer for resolution or final decision. If the claim exceeds $100,000, it must be certified. The certification must accompany the claim (Keating, 2003). See Chapter 3 for a definition of the role and responsibilities of the Contracting Officer. If the contractor is not satisfied with the Contracting Officer's final decision, it can appeal to the Armed Services Board of Contract Appeals (ASBCA) or the U.S. Court of Federal Claims (COFC). For the purposes of this thesis, the ASBCA represents what the author has defined as the first line of litigation. The contractor can opt for either the ASBCA or the COFC (Keating, 2003). Therefore, the ASBCA or the COFC can be the first place that a claim is actually litigated. This thesis only analyzes data from cases heard before the ASBCA. Appeals from decisions of the ASBCA

and the COFC go to the U.S. Court of Appeals for the Federal Circuit and then to the U.S. Supreme Court if necessary (Keating, 2003).

It should be noted that both the contractor and the government can file claims against one another in accordance with the Contract Disputes Act of 1978(CDA). The CDA requires the Contracting Officer to render a final decision or notify the contractor when a decision will be made within 60 days. After a contracting officer's final decision is issued, the contractor has 90 days to appeal to the ASBCA. Alternatively, the contractor may appeal to the COFC not later than one year after the final decision (Keating, 2003). Figure 1 illustrates the process by which a contractor's claim is handled if a non-litigation resolution is not possible at the field level.



* Further appeals are allowed to the U.S. Supreme Court if necessary

Figure 1. NAVFAC Claims Process

2.5 Claim Causal Data (Previous Study)

A previous study of pre-litigation construction claims was conducted in 1984 by James E. Diekmann and Mark C. Nelson. They looked at the causes of claims that had been resolved prior to litigation or with the use of alternative dispute resolution. Their study focused on 22 federally administered construction projects that generated a total of 427 claims. They found that the following causes contributed to the submission of claims:

Table 1. Claim Cause Summary (Diekmann and Nelson, 1984)

Cause	%
Design Errors	39
Changes	30
Differing Site Conditions	15
Weather	7
Value Engineering	4
Strike	1
Other	4
Total	100

The data from this thesis will show that the causes behind claims identified in the Diekmann and Nelson's study are not necessarily the same as that of the causes associated with litigation. Specific discussion of causal data associated with NAVFAC construction contracts and litigation are discussed in Chapters 5 and 6.

Chapter 3: U.S. Naval Facilities Engineering Command

This chapter provides a brief overview of the U.S. Naval Facilities Engineering Command (NAVFAC) including its organization, mission, and facility development process.

3.1 Organization and Mission

The U.S. Naval Facilities Engineering Command is headquartered in Washington D.C. and is responsible for global shore infrastructure construction, maintenance, and management for the United States Navy and Marine Corps. NAVFAC is a worldwide organization that manages a construction volume exceeding $3.7 billion dollars per annum (Armes, 2003). NAVFAC employs a total of 16,000 military and civilian personnel (NAVFAC, 2002). These figures include engineers (military and civilian), engineering technicians, contracting and procurement specialists, and attorneys. The military officers who work for NAVFAC are assigned to the Civil Engineer Corps of the United States Navy. NAVFAC's areas of specialty include:

- Base Development, Planning, and Design
- Military Construction
- Public Works
- Utilities and Energy Services

- Base Re-Alignment and Closure (BRAC)
- Environmental Programs
- Weight Handling (Cranes)
- Military Operations and Contingency Engineering
- Acquisition
- Real Estate
- Family and Bachelor Housing
- Ocean Engineering
- Transportation Management and Planning

The award and management of construction contracts is handled regionally by any one of eleven Engineering Field Divisions (EFD) or Field Activities (EFA). These field divisions and activities are found in the following locations throughout the world:

- EFD Chesapeake – Wash D.C.
- EFD Atlantic – Norfolk, VA
- EFD South – Charleston, S.C.
- EFD Southwest – San Diego, CA
- EFD Pacific – Honolulu, HI.
- EFA Northeast – Lester, PA.
- EFA Midwest – Chicago, IL
- EFA West – Daly City, CA
- EFA Northwest – Poulsbo, WA.
- EFA Southeast – Jacksonville, FL
- EFA Mediterranean – Naples, Italy

The Engineering Field Divisions and Activities are primarily responsible for contract award, fiscal management, internal and external design development and consultation, environmental regulation, contractor claims, and other related legal issues. Project management is delegated to the local level and is placed in the purview of a Resident Officer-in- Charge of Contracts (ROICC). Within the ROICC office, individual project engineers or Assistant Resident Officer's-in-Charge of Contracts (AROICC) are assigned to specific projects. The civil service equivalent of the AROICC is an Assistant Resident Engineer-in-Charge of Contracts (AREICC). For the purposes of this thesis, reference will only be made to the AROICC. The AROICC's are the day-to-day individuals responsible for the contract management and construction engineering associated with a given project.

3.2 Contracting Regulations

The basis of NAVFAC contracting procedure is grounded in the Federal Acquisition Regulation (FAR) and the Department of Defense Supplement to the Federal Acquisition Regulation (DFAR). These two documents form the regulatory framework for the award and management of contracts with the Federal Government and the Department of Defense.

3.3 Contract Award Process

NAVFAC contracts are typically awarded at the EFD or EFA level by a Contracting Officer. The Contracting Officer issues final approval for all contract modifications regardless of cost/no-cost status. Fixed price, sealed bid contracts are usually submitted by the contractors at a pre-disclosed location and time within the jurisdiction of the applicable EFD and EFA. Contract awards involving negotiation or sole source selection are normally conducted at the applicable EFD or EFA.

3.4 Government Project Management Team

Contract management responsibility for a given project is primarily assigned to the AROICC (Project Engineer). On matters concerning contract administration, modification, and payments, the AROICC is assisted by a Contract Specialist. For issues involving quality assurance and field inspection, the AROICC may be assisted by a Construction Representative (CONREP).

The Contract Specialist works with the AROICC in preparing for contract modification negotiations and the issuance of payment. Collectively, the AROICC and the Contract Specialist develop a scope, an estimate, and a negotiation strategy for a given modification.

The AROICC also interacts with the contractor on a daily basis in the field. He/she is responsible for overseeing quality assurance, managing requests for information, overseeing the project schedule, and paying the contractor. For

these tasks, the AROICC may be assisted by a CONREP. Together, the AROICC, the Contract Specialist, and the CONREP form the nucleus of the government's contract management team.

Another important individual involved with a contract is the Contracting Officer. While this individual is not considered an immediate member of the project management team, they are given warranted authority to issue funds and modify contracts. They are charged with the overall fiscal responsibility of a project. This person can be a Civil Engineer Corps officer or a member of the civil service. As mentioned in Chapter 2, the Contracting Officer represents the last level of dispute resolution before a claim is forwarded to litigation.

3.5 NAVFAC Legal Staff

NAVFAC has full-time legal staff responsible for all issues related to their construction contracts. These lawyers are located at each of the Engineering Field Divisions and Engineering Field Activities. They normally act in an advisory role on matters of contract development, solicitation, contract award procedure, environmental regulation, termination, and dispute.

NAVFAC has a litigation team located at its headquarters in Washington D.C. NAVFAC's in-house litigation team is responsible for litigating claims less than $400,000 (Sears, 2002). Claims exceeding this figure are referred to the U.S Navy Trial Litigation Team. This entity is not found within NAVFAC; rather it is a Navy-wide organization responsible for litigation covering any type of contract

issued by the U.S. Navy. Both of these offices can represent the U.S. Navy on matters of construction litigation before the ASBCA.

Chapter 4: Research Methodology

This chapter describes the process by which the author gathered data regarding litigation case causes. The data collected for this thesis was extracted from the collective decision history of the ASBCA for the period of 1982-2002.

4.1 Data Collection

This study began with an investigation of available databases listing construction contract litigation. It was found that NAVFAC specific data was not consistently available in any one resource. Since the focus of this thesis was to find construction litigation data directly related to NAVFAC, it was decided to review each volume of case decision history as reported by Commerce Clearing House Inc for the ASBCA. The author manually surveyed each volume of decision history for the period covering 1982 -2002 (CCH, 1982, et al.).

4.2 Case Selection (Total Population)

The case information gathered in this thesis was taken solely from the ASBCA decision history. The ASBCA most often represents the first level of judicial review by which a contractor can seek legal relief for a claim denial on the part of the government. This is generally the first place that litigation occurs in the Navy construction claim process. All of the cases presented in this thesis were litigated in front of the ASBCA and resulted in a rendered decision. The

author used the following process in selecting cases for inclusion to the total population count.

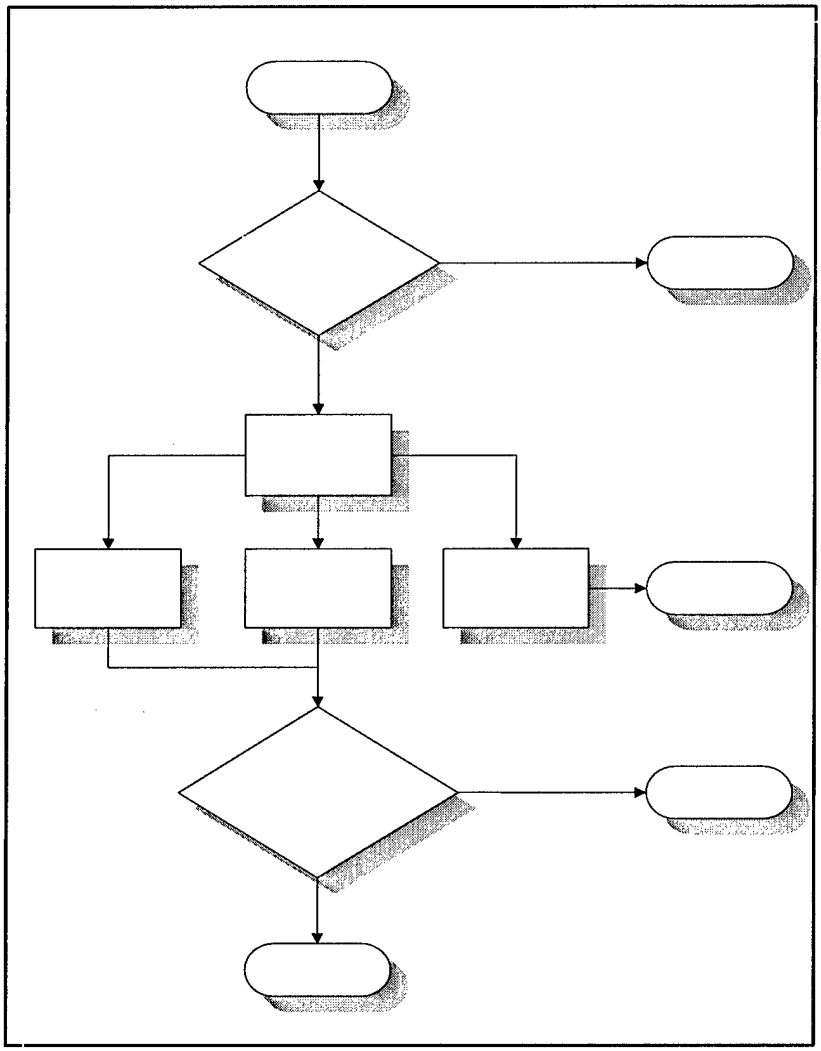


Figure 2. Case Selection Process

Special attention was placed on whether or not the cases had been tried before the ASBCA. If a case had previously been before the ASBCA and it was back again on appeal within the timeframe (1982-2002) outlined in the thesis, it

was disregarded so as not to risk a double count in the final total. Standard ASBCA procedure calls for the assignment of a number to each case. Cases before the board on appeal from a prior ASBCA decision are assigned new numbers. Careful attention was placed on reading the case overview at the beginning of each decision so as to determine whether or not the case was on appeal. ASBCA decisions clearly indicate whether or not the decision presented is in response to an appeal of a prior decision. Additionally, original case numbers are retained by the ASBCA and listed in the decision so as to provide a reference point to past court actions. Lastly, it should be noted that all of the dates referenced in this thesis represent the government's fiscal year (1 Oct – 30 Sept). Decision and awards dates cited reference this calendar.

The author categorized NAVFAC related cases into three basic types of contracts or projects. Table 2 illustrates examples of the three types of contracts. The decision to classify project types was a preliminary step used to extract applicable cases. The author considered these divisions to be Construction, Construction Maintenance, and Service contracts. Construction and Construction/Maintenance cases were included in the final count for analysis. Service contracts were not included because the intent of this thesis was to focus solely on contracts of a construction nature. Construction and Construction Maintenance contracts were not segregated and analyzed separately, rather they were treated as the same when evaluating and assigning causes of litigation.

Table 2. Example Contract-Project Descriptions

Contract	Applicable Projects
Construction	New structures, roads, utilities, etc
Construction Maintenance	Repair or replacement of utility system components, remodeling, etc
Service	Janitorial, grounds maintenance, base housing maintenance, etc

4.3 Data Summary (Total Population)

Information was collected from each of the cases identified in the initial review of decision history. The format provided by the ASBCA outlines a legal description for each case and why it was being tried. The ASBCA records causal information in order of importance for each decision. The same process was repeated for this thesis. A complete listing of causal information for each case was recorded.

The following information was recorded for each case:

- Case #
- ASBCA Ref #
- ASBCA #
- Decision Date
- Contract #
- Litigation Cause(s)
- Contract Description
- Contract Award Amount
- Award Date
- Litigation Affected Contract Duration Period (Days)

This thesis only considers the "primary" causes or the first cause assigned by the ASBCA. Additional identifying data for each case was recorded and

included for future study. For a complete listing of cases and causes, refer to Appendix A. A total of 666 cases were identified for this period.

4.4 Statistical Analysis (Total Population)

A statistical analysis was performed on the data extracted from the total population. The overall period of study (1982-2002) was subdivided into two smaller periods (1982-1992 and 1993-2002). The latter period represents the emergence of design-build and partnering practices in NAVFAC construction contracts. The data was analyzed by separately comparing the means of total cases litigated, duration periods, and "primary" causes of litigation for the two defined periods. For example, the mean number of cases litigated between 1982 and 1992 was compared against the mean number of cases litigated between 1993 and 2002. A statistical verification of means was required in order to determine whether or not there was a downward or upward trend associated with a given variable. The statistical verification of differences in means was accomplished by utilizing an Analysis of Variance (ANOVA). The author selected a level of significance of 0.05 for all of the ANOVA runs. This value represents a point against which the ANOVA generated p-value or observed level of significance is measured to determine whether or not the null hypothesis is valid. The null hypothesis assumes that the means of two samples are equal (Vardeman, 1994). If the p-value is less than 0.05 it can be concluded that the two means are

significantly different. The smaller the p-value, the more doubt as to the validity of the null hypothesis (Vardeman, 1994). If the p-value is greater than 0.05 than it can be concluded that the means are not significantly different and therefore there is stronger evidence in support of the null hypothesis (Vardeman, 1994).

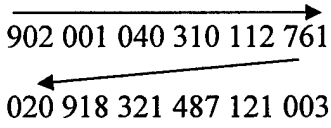
4.5 Period of Analysis (Random Sample)

A subjective analysis of litigation causes was conducted on a randomly sampled set of cases after the data from the total population had been compiled. These cases were culled from the population summaries covering the period of 1993-2002. The decision was made to extract the cases from this period as it represents the same timeframe in which Partnering and Design-Build contracting procedures had been implemented by NAVFAC. It was felt that a sample pulled during this timeframe would be able to provide the most relevant information regarding subjectively determined litigation causes. The random sample totaled 30 cases. Statistically, this number qualifies as a large sample and does not require adjustment or modification. The cases were sampled using a random number table.

4.6 Case Selection (Random Sample)

The number of cases brought before the ASBCA in the period between 1993 and 2002 totaled 295. The cases for this period were placed in chronological order and numbered 1 through 295. A random number table was

used to select the 30 cases represented in the sample. A starting point was determined by random selection of a given number in the table. Moving left to right and down, three digit numbers corresponding to the range of 001-295 were selected. The random number table used for extraction listed digits in the following format:



Numbers were selected from the point of origin and then in a continuous manner until such time that 30 numbers had been extracted.

4.7 Data Summary (Random Sample)

A subjective process of analysis was applied to each of the cases found within the random sample. The goal behind the analysis of the random sample was to extract "root causes" not easily gleaned from the legal issues outlined in the ASBCA decisions. Unlike the analysis conducted on the total population, the random sample review focused on finding all of the underlying factors that drove a given claim to litigation. The process of analysis is described in the following paragraphs. It should be noted that the summation of causes per case listed in the Chapter 6 will not equal the number of cases extracted for the sample population. Some of the cases included more than one cause. There were also cases where causes were assigned to both the government and the contractor. For these reasons

the total number of causes in this sub-sample equaled 91. "Root" cause totals are summarized in Appendix C.

The first step of cause assignment began with an initial pass through the sample. The assignment of a "root" cause(s) was made for each case. The descriptive term initially assigned to each cause was the result of judgment on the part of the author. The second step was the compilation and recording of "root" causes. Once the initial pass through the random sample had been completed, the aggregate list of causes was recorded and analyzed as a whole. Similar cause descriptions were consolidated and redundant descriptions were eliminated. A second review was then conducted on the sample and once again repeat descriptions were consolidated under a more generalized list. For descriptive purposes, "root" causes are also titled as 1st tier causes. Once the pool of "root" causes had been established, they were assigned to 2nd tier or more generalized groups. These 2nd tier groups are titled sub-categories. Finally, the grouped causes were assigned to a 3rd tier or categorical classification group. These categorical descriptions are intended to represent different segments of a construction project for both the owner and the contractor. They are titled in a manner so as to differentiate between the owner and contractor roles in the construction process. Figure 3 provides a sample map of root cause assignment for a case involving a contractor induced problem. Tables 3 and 4 illustrate the assignment of causal descriptions for both the government and the contractors.

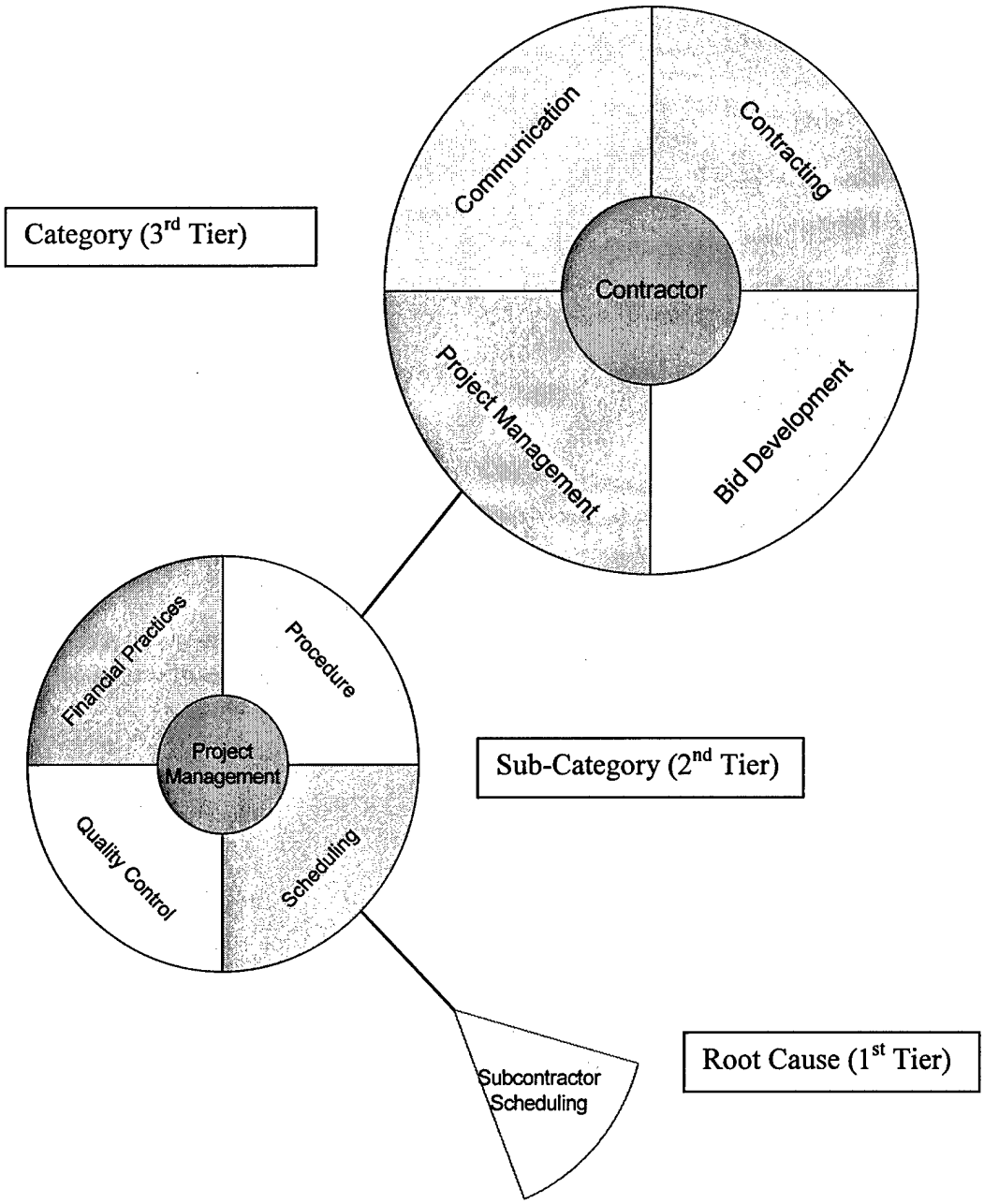


Figure 3. Sample Map for Root Cause Assignment (Contractor)

Table 3. Government Causes of Litigation (Random Sample)

	Category		Sub-Category	Root Cause(s)	Case(s) #
1	Project Management	a	Pre-Award Design Review	Unforeseen Site Conditions	10
				In-Place Conditions Verification	4, 27
				Failure to Clarify Requirements	21, 25
		b	Change Orders	Timeliness (Response)	23, 26
				Incomplete Scope of Work	12
				Issuance of Drawings	23
				Contractor Lockout	14
		c	Pre-Const Conf. Procedures	Explanation of Contract Requirements	19, 22, 26, 28
		d	Quality Assurance	Contractor Monitoring	11,18, 20
				On-Site Guidance	25
2	Communication	a	Pre-Award	Disregard for Cost-Savings Proposal	2
				Clarity of Requirements	29
		b	Post-Award (Const. Phase)	Explanation of Contract	26, 27, 28
				Operational Coordination	23
				Notification of Government Delays	20
				Return of Correspondence	20
				Explanation of Contract Procedures	9, 14
				Explanation of Related	28
				Changed Requirements	29

Table 3. Government Causes of Litigation (Random Sample)

	Category		Sub-Category	Root Cause(s)	Case(s) #
		c	Internal	Communication with Architect/Engineer	11
				Between Owner Project Management Team and Contract Authority	20
3	Design Errors	a	Drawings	Clarity of Requirements	8, 22
				Missing Components	18, 20
				Equipment Placement	3
		b	Specifications	Inclusion of Metric Requirements	29
				Installation Instructions	2
4	Contracting	a	Award Scheduling	Seasonal Restrictions	4
		b	Bid Review	Bid Accuracy	17
		c	Negotiation Procedures	Failure to Clarify Requirements	21, 25
		d	Knowledge of Local Statutes	Contractor Rights After Dissolution	24, 30
				Armed Services Board of Contract Appeals Procedure	30

Table 4. Contractor Causes of Litigation (Random Sample)

	Category		Sub-Category	Root Cause(s)	Case(s) #
1	Contracting	a	Familiarity of the Contract	Interpretation of Drawings and Specs	1, 3, 8, 20, 22, 23, 27, 28, 29
				Assumed Rights	19
				Interpretation of Contract at Bid	22
		b	Client Contracting	Payment Procedures	9
				Small Business Association (8a)	13
				Knowledge of Termination Process	28
				Attempt to Pass On Legal Fees and	16
				Weather Delay Calculations	23
				Knowledge of Environmental Regs.	22
				Bonding Requirements	5
		c	Negotiation Procedures	Failure to Clarify Requirements	21, 25
2	Project Management	a	Procedure	Pre-Construction Conference	15
				Submittal Preparation and Submission	15, 26
				Material/Equipment Selection	26
		b	Scheduling	Activity Sequencing	2
				Equipment	4
				Material Delivery	10
				Schedule Execution	12, 20
				Scheduling Subcontractors	10

Table 4. Contractor Causes of Litigation (Random Sample)

	Category		Sub-Category	Root Cause(s)	Case(s) #
		c	Financial Practices	Missing Adjustment Proposals	25
				Payment of Subcontractors	14
		d	Quality Control	Placement of Unauthorized	4
				Improper Placement of Material	6, 11
3	Bid Development	a	Estimating	Completeness	3
				Material Selection	2
				Faulty Methodology	7, 16, 17
				Construction Method Selection	18
4	Communication	a	Internal	Communication with Subcontractors	14, 16
		b	Post-Award	Pending Delays with Material Delivery	23
				Changes in Construction Method	18

4.8 Summary

The data analysis using the methodology presented in this chapter will be given in Chapters 5 and 6. An objective method of causal determination was used for the "total population" set and a subjective approach for the "random sample". Both approaches were designed to identify the causes behind litigation for a given case. Descriptive statistical analysis methods along with standard charts and tables have been utilized to describe trend and causal data from both the total and sample populations.

Chapter 5: Data Presentation (Total Population)

This chapter will present information concerning data associated with the total population extracted from the ASBCA decision history.

5.1 NAVFAC Cases Litigated (Total)

The number of NAVFAC construction cases litigated in the period between 1982 and 2002 totaled 666 cases. These data are represented in a year-by-year frequency chart as given in Figure 4; showing frequency of decisions rendered on an annual basis by the ASBCA from 1982 – 2002. The average number of cases for the period covering 1982- 2002 was 31.7 per annum. The average number of cases for the period covering 1982 – 1992 was 37.9 cases per annum. The average number of cases for the period covering 1993–2002 was 24.9 per annum. An analysis of variance (ANOVA) yields a P-Value equal to 0.0505. Therefore, the results can be interpreted in two different ways. Statistically, the P-value exceeds the level of significance (in this case 0.05) and therefore the two means are not significantly different. However, the closeness of the two values can also be interpreted as there being significant differences between the means. The author concludes that there is a significant difference in the means and that there has been a reduction in the frequency of litigation for the two periods in question. Reference Appendix E for a complete listing of the ANOVA data calculated for this chapter. On the surface it appears that there may

be a relationship, beginning in 1993, between the implementation of NAVFAC's Partnering Program and Design-Build contracts and the declining number of cases. Both of these initiatives were implemented in 1991 and 1992 respectively. However, it should be noted that the numbers of cases are recorded by decision not award date. There is an average lag associated with each of the years reported. For these reasons, it is not accurate to assume that the Partnering and Design-Build initiatives match directly with the numbers reported in Figure 4. The out-year numbers (1993-2002) and the overall downward trend may be due to a number of factors including the successful implementation of Partnering, the more frequent awarding of Design-Build and Cost Plus contracts, Best Value selection, and a possible paradigm shift in internal policy on the part of NAVFAC towards its claim settlement process. In the course of this research, the author found nothing to contradict these possibilities. However, no specific causal link between the trend and the above cited practices was made. Intuitive reasoning on the part of the author formed these conclusions.

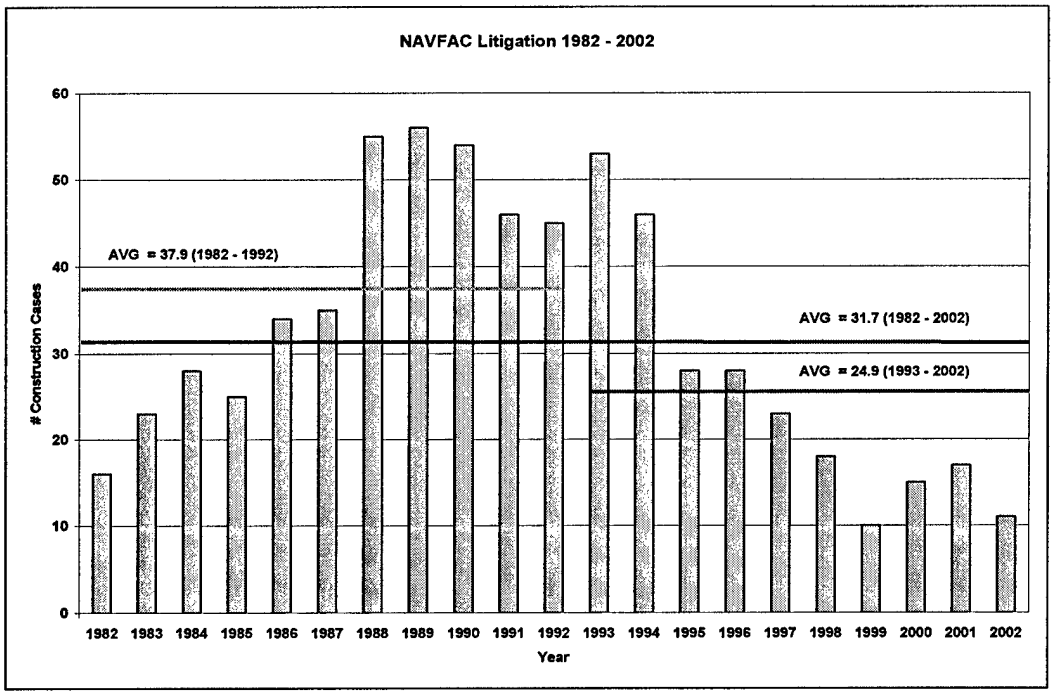


Figure 4. Total Cases Litigated, 1982 – 2002

5.2 Final Deposition Period

The typical final deposition period appears to have increased despite a declining number of NAVFAC related cases. For the purposes of this thesis, the final deposition period is defined as the total amount of time between contract award and the decision rendered by the ASBCA. The affect of litigation appears to have had a negative impact on the time associated with final contract closeout. The maximum deposition period was found in the year 2000 with an average final deposition period of approximately 8.8 years. The cases litigated in 2000 were, on average, awarded in 1991. The average final deposition period for litigated cases in the period of 1982 to 1992 was 4.67 years. The average climbed to 5.96 years for 1993 to 2002. An ANOVA analysis shows that the null hypothesis of equal means is not valid as the calculated P-Value equals 0.038. This value is less than the level of significance (0.05) and therefore, it can be shown statistically that there has been an increase in the final deposition periods associated with cases that have gone to litigation. Figure 5 provides a graphical representation of the differing means.

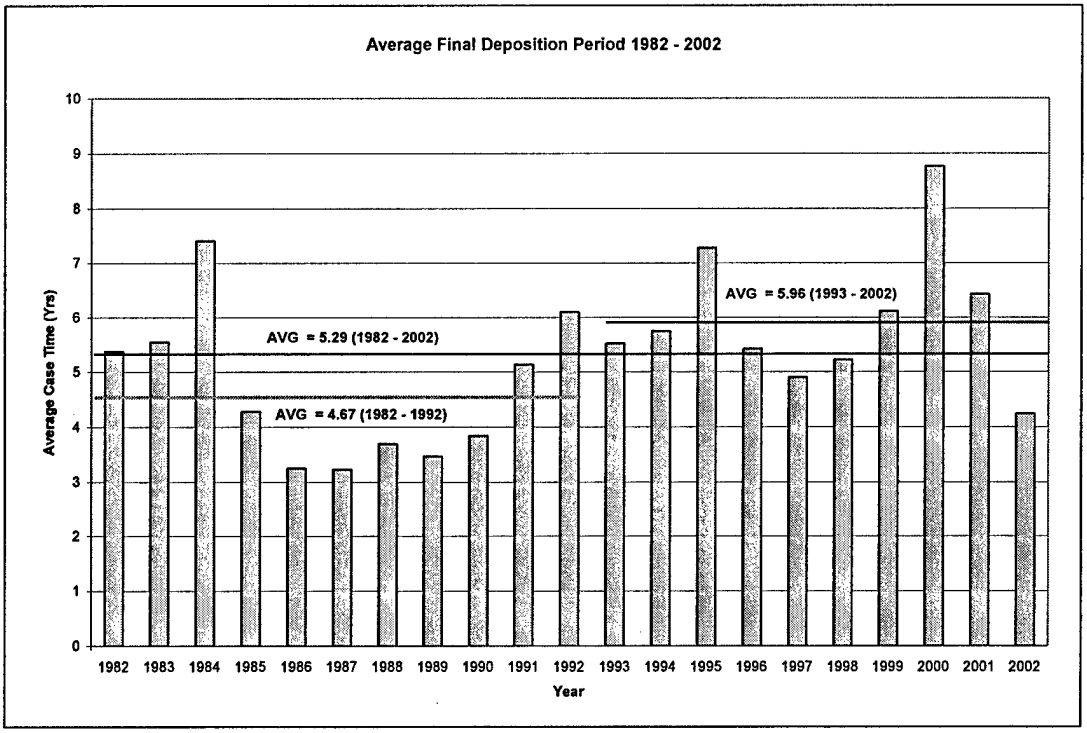


Figure 5. Average Final Deposition Periods

5.3 Primary Causes

The "primary" cause of litigation for each case as listed by the ASBCA was recorded and summarized. A complete, comprehensive listing of all causes for each case can be found in Appendix B. The "primary" causes listed below were provided by and described in the decision history of each case. The author categorized these "primary" causes and ranked them accordingly. The categories in the following graph represent ASBCA terminology and are self-descriptive. It is interesting to note that these results do not match the primary causes of claims

(pre-litigation) as described in the Construction Claims study (Diekmann and Nelson, 1984) referenced earlier.

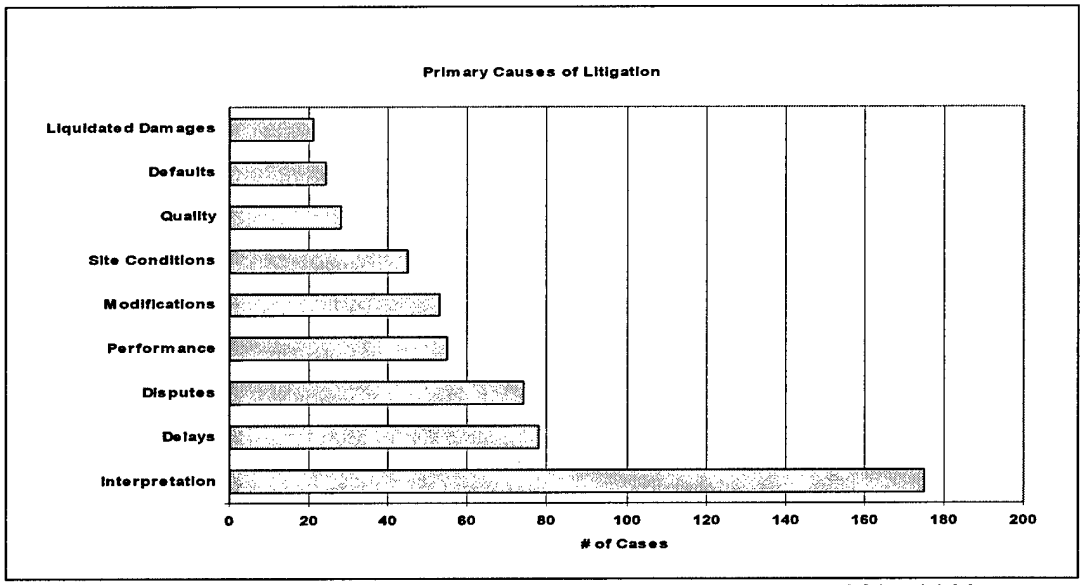


Figure 6. Primary Causes of Litigation Pareto Chart, 1982 - 2002

5.4 Primary Causes Defined

The descriptions associated with the "primary" causes of litigation as defined by the ASBCA are generalized terms designed to cover any number of situations. A listing of sample excerpts and situational descriptions is provided to better illustrate the intent of the court in identifying relevant legal issues. See Appendix A for a complete listing of definitions identified by the ASBCA.

5.4.1 Interpretations of Contracts

The majority of cases were assigned to the category of "Interpretation of Contracts". This is a wide ranging classification used by the board to characterize misinterpretation of the contract and/or contract requirements.

Sample Excerpt:

ASBCA No. 44863 Jul 29, 1992, Contract No. N62474-75-C-6276

Interpretation of Contracts – Drawings – Reasonableness of Interpretation

"The increased costs incurred by a construction contractor in replacing inertia pads it had constructed in a boiler room with larger pads that complied with the vibration isolation and seismic isolation for medical air compressors..... In constructing the inertia pads the contractor relied on the plumbing drawing. The drawing was not drawn to scale..... It was clear from a reading of the specifications that the contractor was to choose air compressors and matching inertia pads ....."

Table 5. Interpretation of Contracts Examples

Cause	Situational Descriptions
Interpretation of Contracts	Improper referencing of specifications and drawings, failure to read provisions, acting outside of the scope of the contract, etc.

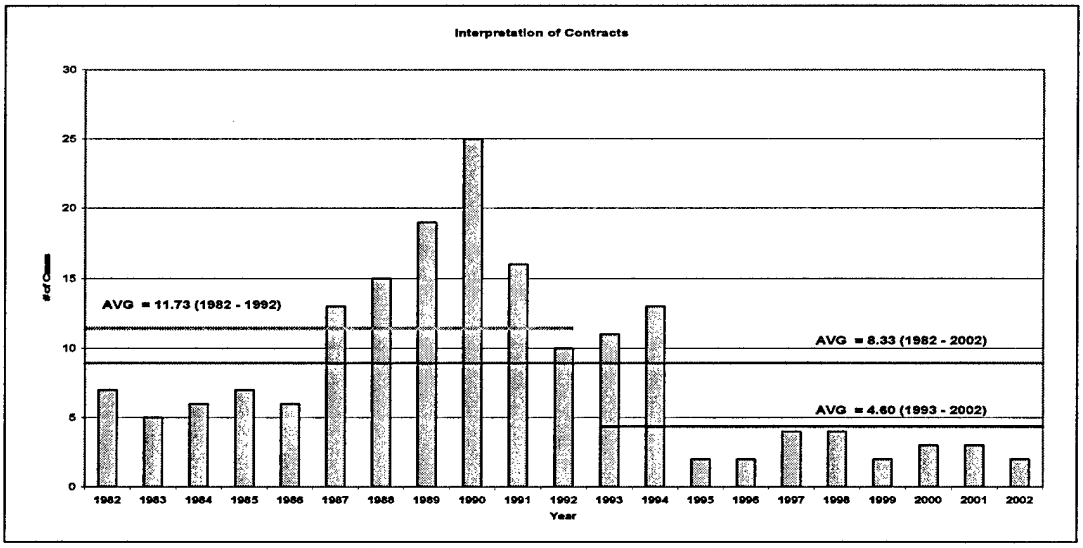


Figure 7. Causes (Interpretation of Contracts)

The interpretation of contracts cause is the most prevalent of all of the primary causes identified. The data indicates that there has been a decrease in the number of instances over the last ten years. Average annual numbers of occurrence from 1993 to 2002 are 4.60 as compared to 11.73 for 1982 to 1992. Overall average numbers equal 8.33 for 1982 to 2002. An ANOVA analysis utilizing a level of significance equal to 0.05 yields a P-value equal to 0.007. The

resulting interpretation of this calculation is that the means of the two periods are significantly different. The frequency of occurrence for this litigation cause has declined in the last ten years. The improved trend may be an indication of the positive impact of the use of Partnering and Design-Build practices. Partnering and Design-Build initiatives are intended to eliminate misunderstandings that can result in the misinterpretation of contracts. It is noted that caution should be exercised in drawing generalized conclusions regarding the data and its downward trend. A sizable percentage of the cases reported in the period between 1993 and 2002 were awarded prior to the implementation of both of these initiatives. This information combined with the fact that the overall majority of claims associated with this study were submitted at the end of the contract, leads the author to conclude that it would be inappropriate to draw a complete conclusion that there is a relationship between the downward trend and the implementation of Partnering and Design-Build. However, it is equally unreasonable to wholly discount the positive effects these two initiatives may be having on the declining rate of occurrence in the out-years (1995 – 2002).

5.4.2 Delays

The next common "primary" cause for litigation within the total population is delays. Delays are defined as any action taken by either party; that causes an interruption of the construction schedule. The action results in a negative impact on the other party and/or the project.

Sample Excerpt:

ASBCA No. 37351, Feb 26, 1993. Contract No. N62477-81-C-0408

Delays – Adjustments - Mitigation

"A contractor replacing a heat distribution system was not entitled to additional compensation for idle equipment, because the government was not responsible for the equipment being idle on-site. The contractor failed to explain why it had moved the equipment...."

Table 6. Delay Examples

Cause	Situational Descriptions
Delay	Job-Site accessibility, RFI response time, modification issuance, submittal submission and/or approval, etc.

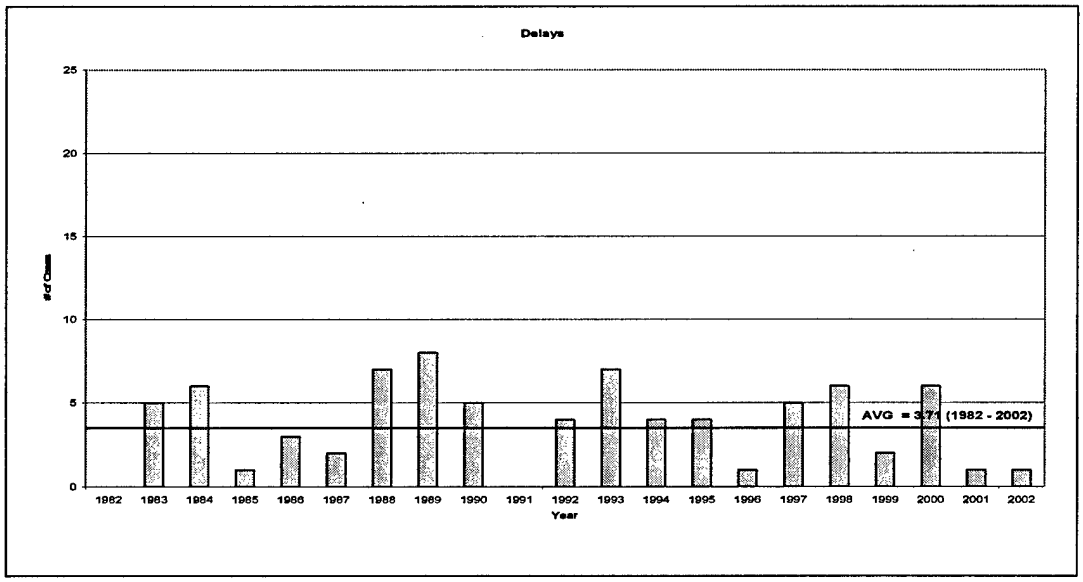


Figure 8. Causes (Delays)

The average case occurrence for this category was roughly the same for the periods covering 1993-2002 (3.70) and 1982-1992(3.72). An ANOVA analysis utilizing a level of significance equal to 0.05 produced a P-Value of 0.98. There is not a significant statistical difference in between the two means and null hypothesis is accepted. Therefore there is not a significant decline in the frequency of occurrence in the last 21 years. Delays on the part of the government are often the result of unpredictable changes in operational tempo, jobsite accessibility restrictions, etc. Due to the nature of these types of situations, it is often impossible to avoid disagreements on the scope of incurred damage.

5.4.3 Disputes

Disputes are generally procedural disagreements between the contractor and the government. The government party most often cited by the contractor is the Contracting Officer. As mentioned earlier in Chapter 3, the Contracting Officer is the individual who is generally the first line of appeal for the contractor if there is impasse at the field level. When the Contracting Officer denies an appeal, the contractor can proceed to the ASBCA for relief. Therefore, the data surrounding "Disputes" is a representation of general instances not covered by another category when the Contracting Officer has denied a contractor appeal. It is a "catch-all" category.

Sample Excerpt:

ASBCA No. 46664, Mar 14, 1995. Contract No. N62472-90-C-0424

Disputes, Claims –Submission to Contracting Officer – Same Set of Operative Facts

"The board had jurisdiction over an appeal claiming 26 days of overhead costs, even though the original claim denied by the contracting officer was for only 20 days...."

Table 7. Disputes Examples

Cause	Descriptions
Disputes	General disagreements with the contracting officer on issues of procedure or decisions rendered.

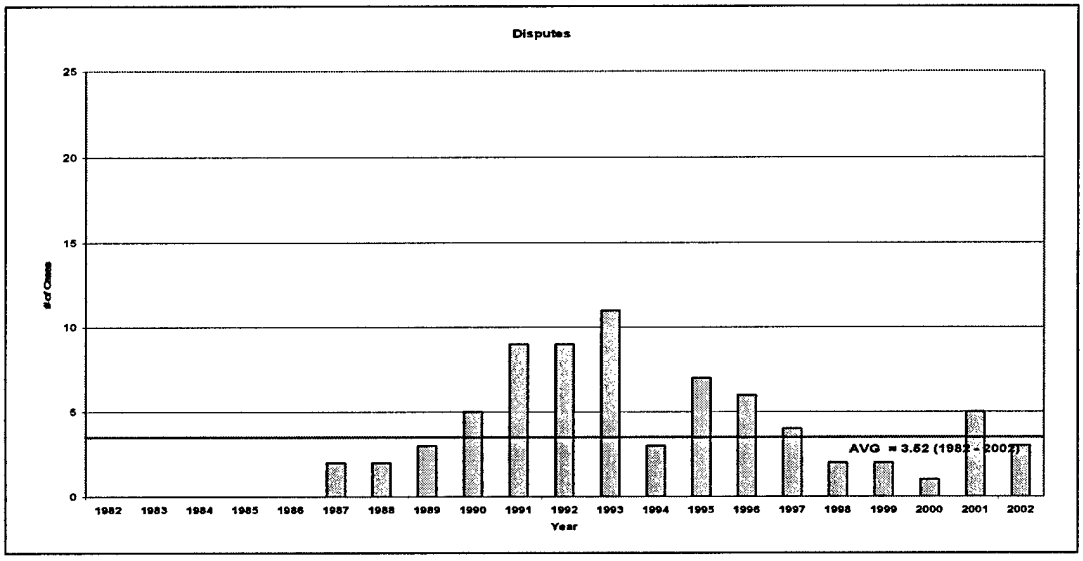


Figure 9. Causes (Disputes)

The average occurrence rate for this cause was 4.40 from 1993-2002 and 2.73 from 1982-1992. An overall average rate of occurrence for the period of

1982-2002 is 3.52. An ANOVA analysis utilizing a level of significance equal to 0.05 indicates that the means between the two periods are not significantly different. The analysis yields a P-Value of 0.26. The disputes cause was not identified in ASBCA decision history before 1987. The author suspects that this is the reason behind an increase in the rate of occurrence over the last ten years. The ASBCA may have begun to use this classification in 1987 so as to better describe issues not easily covered by other categories.

5.4.4 Performance

Performance describes the failure of the contractor or the government to properly execute their responsibilities under the terms and conditions of the contract. The trend for this cause follows the same pattern as the overall trend for the total population.

Sample Excerpt:

ASBCA No. 41098, Jul 22, 1993. Contract No. N62470-83-C-3281

Performance – Specifications – Concrete Slab

" A building construction contractor's claim for the costs of complying with a direction to replace a concrete floor slab was denied, despite its contention that the specifications were defective....In order to effectively reinforce concrete to prevent cracking, it was necessary to place wire mesh in the top half of the slab...The contractor failed to do so."

Table 8. Performance Examples

Cause	Situational Descriptions
Performance	The use of inappropriate construction methods or materials, failure to meet project deadlines, etc…

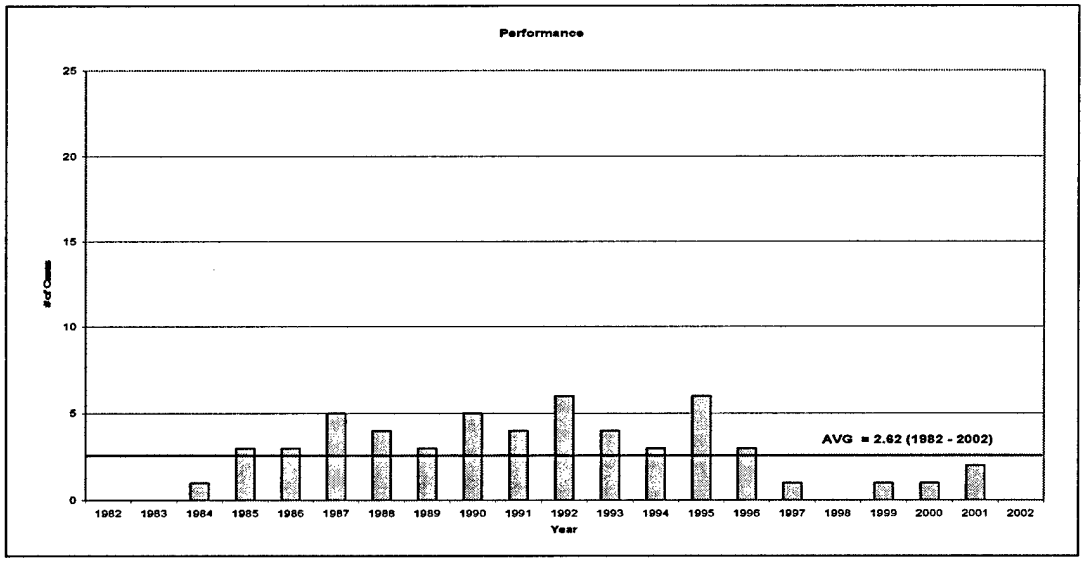


Figure 10. Causes (Performance)

The performance cause data is another interesting example of where Partnering and Design-Build may be yielding beneficial results. The case histories reveal that "Performance", like "Interpretation of Contracts" is most often the result of a misunderstanding between one or more of the participants in the construction process. A total of four occurrences of performance related issues have been heard before the ASBCA in the last five years (1998 – 2002). The average rate of occurrence of this cause is 2.10 for the period of 1993-2002 as compared to 3.09 for 1982-1992. An ANOVA analysis utilizing a level of significance equal to 0.05 yields a P-Value of 0.26. The resulting interpretation of

this calculation is that the null hypothesis of equal means is accepted and that the sample period means are not significantly different, although there appears to be a downward trend.

5.4.5 Modifications

Modifications represent the next category of "primary" litigation causes. This cause addresses differences generated because of the introduction of contract modifications. A contract modification can be any type of change to the scope of the project and/or a change in contractual procedural language. A modification can be additive or deductive in nature.

Sample Excerpt:

ASBCA Nos. 47418, 47987, 47988, Jun 7, 1996. Contract No. 68711-92-C-6414

Modifications – Bar to Claims – Release by Contractor

"A contractor was not entitled to a price adjustment, on the basis of the amount of a judgment awarded to a subcontractor against the contractor in a state court action, because the contractor executed a modification that released the government from all claims without reservation."

Table 9. Modifications Examples

Cause	Situational Descriptions
Modifications	Issuance, terms of agreement, scope, payment, etc.

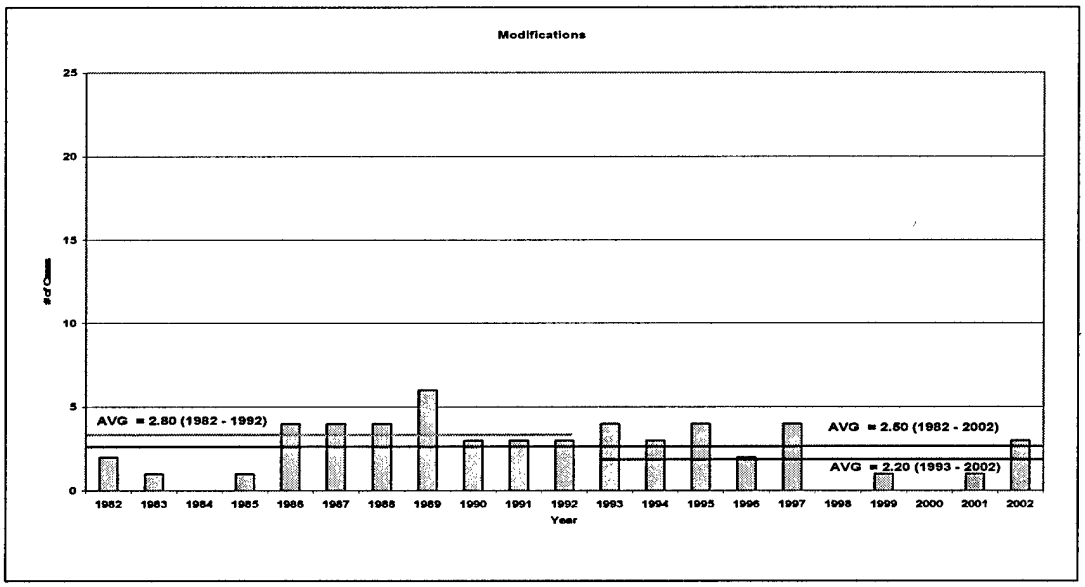


Figure 11. Causes (Modifications)

The average rate of occurrence for modifications over the last 21 years is 2.50 per annum. The average rate for the period covering 1993 – 2002 was approximately 2.20 per annum. The average rate of occurrence from 1982-1992 was 2.80. Once again, an ANOVA analysis utilizing a level of significance equal to 0.05 reveals that the mean are not significantly different and that the null hypothesis of equal means is accepted. Statistically, there is no significant improvement in the frequency of occurrence. However, it is demonstrated graphically that noticeable improvement is seen in the last five years where the rate of occurrence has dropped to an average of 1.00 cases per annum. A total of five instances of modifications issues have been seen before the ASBCA between 1998 and 2002. The drop-off of modification cases may be due to a number of factors including Partnering, Design-Build, better field level training for project

management personnel at the Civil Engineer Corps Officer School, and the separation of contracting functions within the government's project management team.

5.4.6 Site Conditions

The site conditions cause represents situations where actual site conditions are not what they appeared to be prior to the submission of the bid. This is commonly found in projects where the contractor is not given or doesn't have the ability to survey the site prior to bid development. This is the first of the "primary" causes identified from this thesis to have been found in the Diekmann Nelson study. Its appearance at the ASBCA has been declining in the last four years. Examples of site condition descriptions are listed in Table 10.

Sample Excerpt:

ASBCA Nos. 48715,48716, Jul 25, 1997. Contract No. N62467-88-C-0657

Site Conditions – Relief for Differing Site Conditions-Notice

"Costs incurred in changing compaction methods for backfill material were not compensable, because the contractor failed to give any notice of the differing site condition...."

Table 10. Site Conditions Examples

Cause	Situational Descriptions
Site Conditions	Unforeseen, differing, lack of pre-award site access, etc.

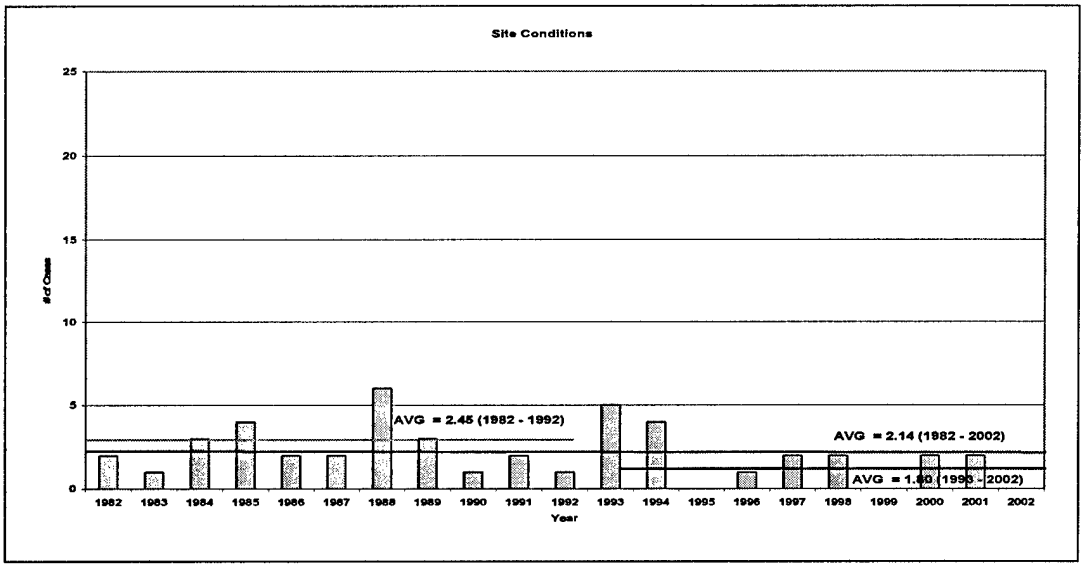


Figure 12. Causes (Site Conditions)

The site conditions cause data shows an average occurrence rate from 1982-2002 of 2.14 per annum. The average occurrence rate over for the period of 1993-2002 is 1.80 cases per annum as compared to 2.45 for 1982-1992. An ANOVA analysis utilizing a level of significance of 0.05 yields a P-Value of 0.36. These findings support the null hypothesis that the means are not significantly different. Instances of this cause have been low in the last few years. While there is no direct evidence from the decision history that a lack of partnering and/or design-build led to the presence of this cause prior to 1993, it is interesting to note that once again an improved trend can be seen in the last five years. The average occurrence rate over the last five years is 1.2 cases per annum. Two of the last five years have had no occurrences whatsoever. Undoubtedly, improved

communication between the participants in NAVFAC projects has led to the resolution of issues associated with unforeseen or challenging site conditions.

5.4.7 Quality

Quality issues are commonly related to differences in material selection and construction method. This cause is generated when there is a disconnect between the quality control and quality assurance regimens of the contractor and the government.

Sample Excerpt:

ASBCA No. 52327, May 3, 2001. Contract No. N33191-96-C-0716

Quality – Compliance with Specifications - Approvals

"A claim for additional costs and a time extension arising from the removal and replacement of nonconforming light pole anchor bolts was denied because the government's approval of the contractor exterior lighting...."

Table 11. Quality Examples

Cause	Situational Descriptions
Quality	Faulty material selection, improper or inappropriate construction methods, etc.

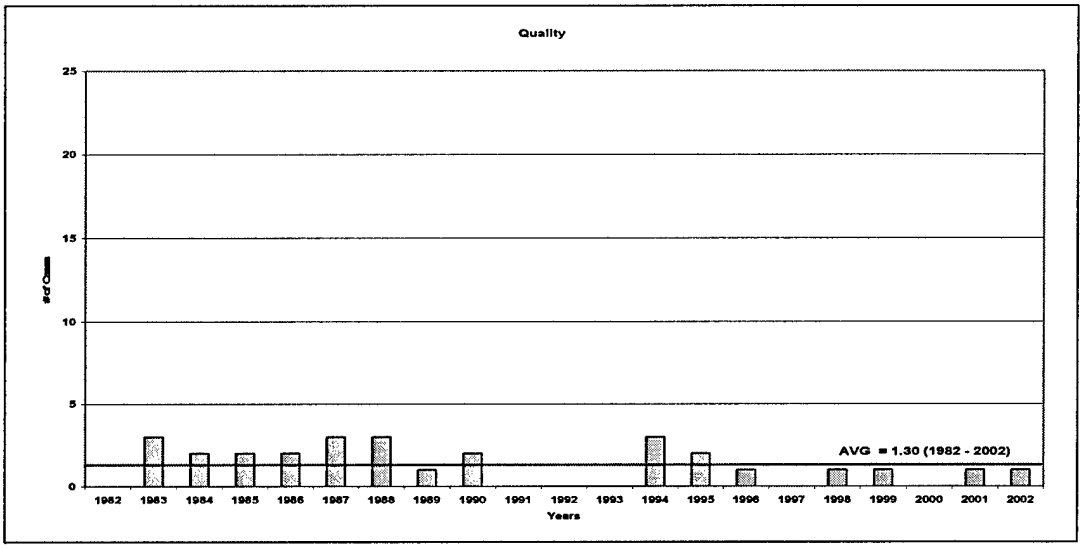


Figure 13. Causes (Quality)

The rate of occurrence for quality claims over the entire 21 year period averaged 1.30 cases per annum. The rate of occurrence for the period of 1993-2002 was slightly less at 1.00 cases per annum. The rate of occurrence between 1982 and 1992 is 1.63. An ANOVA analysis utilizing a level of significance equal to 0.05 yielded a P-Value of 0.19. The results indicate that the null hypothesis is valid and there is not a significant difference between the means of the two periods. Larger gains in the reduction of quality are seen in the last seven years where the rate of occurrence dropped to 0.57 cases per annum. Only four cases have been recorded by the ASBCA in the last seven years. The data surrounding the decrease in quality issues does provide additional evidence that Design-Build may be having a positive impact on the mitigation of claims concerning poor quality work and material selection. An additional factor to be considered is NAVFAC's aggressive pursuit of professional registration

requirements for all its engineers. The result of this action may be reflected in the data segment in the form of better qualified personnel performing Quality Assurance functions.

5.4.8 Default

Default addresses issues of contract "Termination for Default" on the part of the contractor. The Default cause can be characterized as the contractor disputing a "Termination for Default" on the part of the government or a request by the government for a summary judgment of dismissal of a claim by the contractor contesting termination.

Sample Excerpt:

ASBCA No. 51874, Nov 13, 2000. Contract No. N62472-94-C-5259

Defaults, Grounds – Failure to Progress – Completion Date

"The default termination of a construction contract was appropriate because there was no reasonable likelihood that the work would be performed by the completion date."

Table 12. Default Example

Cause	Situational Description
Default	Contract termination for default, contractor appeal for wrongful termination, etc.

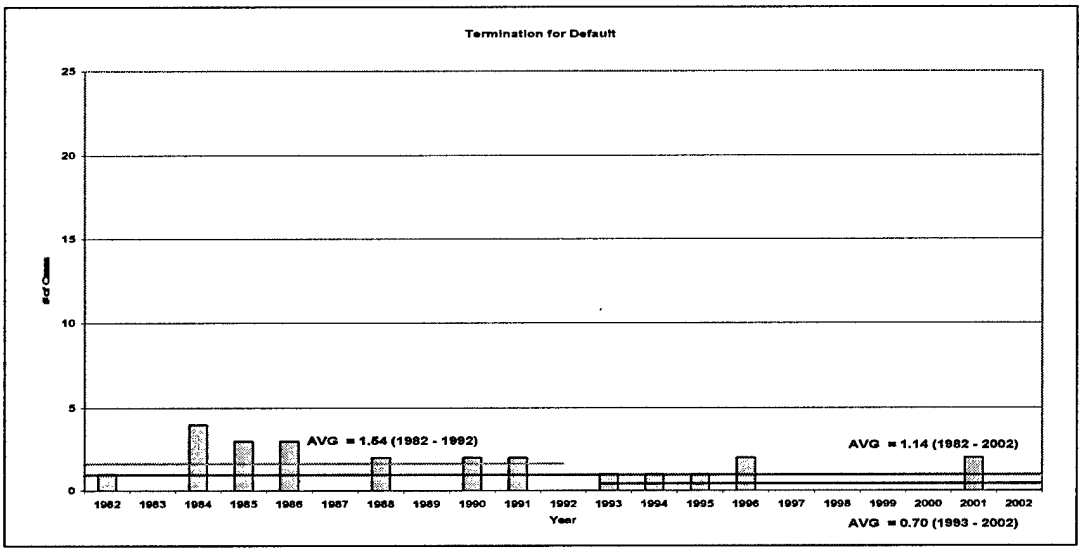


Figure 14. Causes (Default)

The average overall rate of occurrence for this cause is 1.14 cases per annum. The average is slightly less at 0.70 cases per annum for the period of 1993-2002. The average rate between 1982 and 1992 is 1.54. An ANOVA analysis utilizing a level of significance of 0.05 produced a P-Value equal to 0.11. These results support the null hypothesis that the means are not significantly different. It is difficult to draw meaningful conclusions from the default data as these are rare occurrences. There were only two occurrence of this issue being seen before the ASBCA in the last five years. Typical cases involving default are those of the contractor contesting their termination for default. Most cases of termination in NAVFAC construction contracts involve termination for convenience whereby the government and the contractor mutually agree to terminate the contract.

5.4.9 Liquidated Damages

The last "primary" cause identified is liquidated damages. Claims involving liquidated damages are normally filed by a contractor. Sureties may file a claim in the case of a contractor who has been terminated. The contractor or surety is typically seeking to reduce or eliminate monetary damages assessed by the government. Liquidated damages are assessed by the government when a contractor fails to complete a project by the contract completion date.

Sample Excerpt:

ASBCA No. 44256, January 30, 1998. Contract No. N62477-89-C-0079

Liquidated Damages – Substantial Performance – Date of Completion

"A surety was entitled to a reduction of liquidated damages because the liquidated damages had wrongly been assessed after the date of beneficial occupancy."

Table 13. Liquidated Damages Examples

Cause	Situational Descriptions
Liquidated Damages	Assessment of, method of, amount, etc...

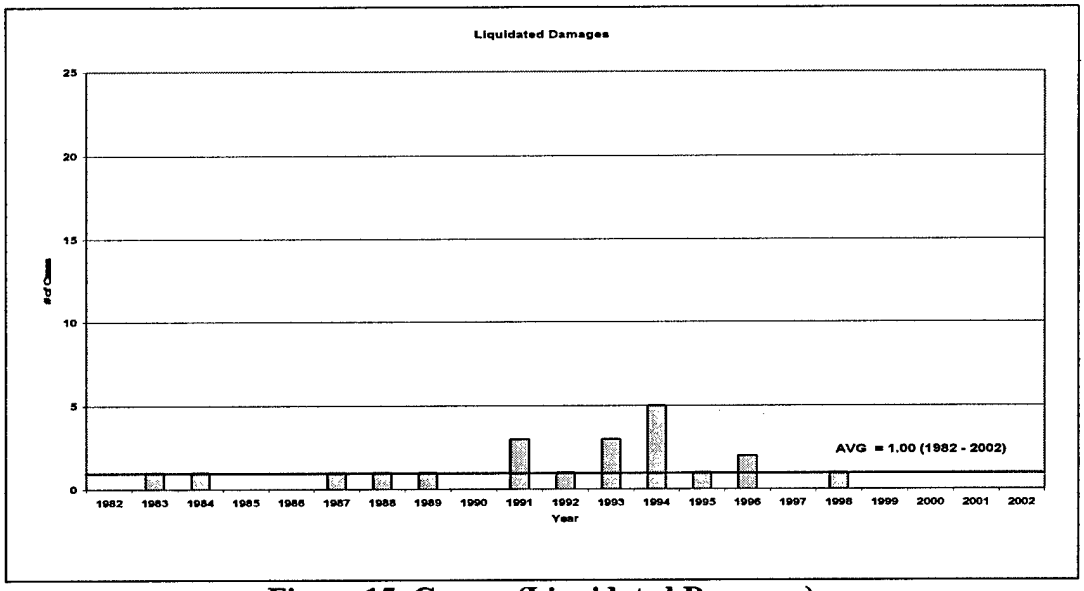


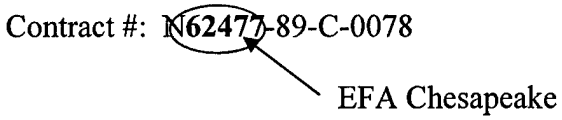
Figure 15. Causes (Liquidated Damages)

The trend associated with this cause over the last ten years is slightly negative with only one case being heard before the ASBCA. The total occurrence rate averaged 1.00 cases per annum as compared to 1.20 cases per annum for the period of 1993-2002 and 0.82 for the period of 1982-1992. An ANOVA analysis of the two samples utilizing a level of significance equal to 0.05 produced a P-Value of 0.52. These findings support the null hypothesis that the two means are not significantly different.

5.5 Geographical Distribution of Litigation

NAVFAC contract numbers begin with a designator that corresponds to a given Unit Identification Code (UIC). These codes identify the command issuing

the contract. For example:



Given this information, an analysis of the geographical distribution of litigation was performed. Geographical divisions are represented by command titles. Figure 16 illustrates the distribution of known command UICs. Command titles represented in Figure 16 are current names and not necessarily the titles used when the contract was issued. The litigation database developed for this thesis covers a period of 21 years. Some commands have been commissioned and decommissioned in that timeframe. Many of the command titles have been changed and with those changes have come shifts in geographical and operational responsibilities. Therefore, the data only provides a rough view of where litigation has taken place. Table 14 outlines the definition of each geographical area and its assigned commands.

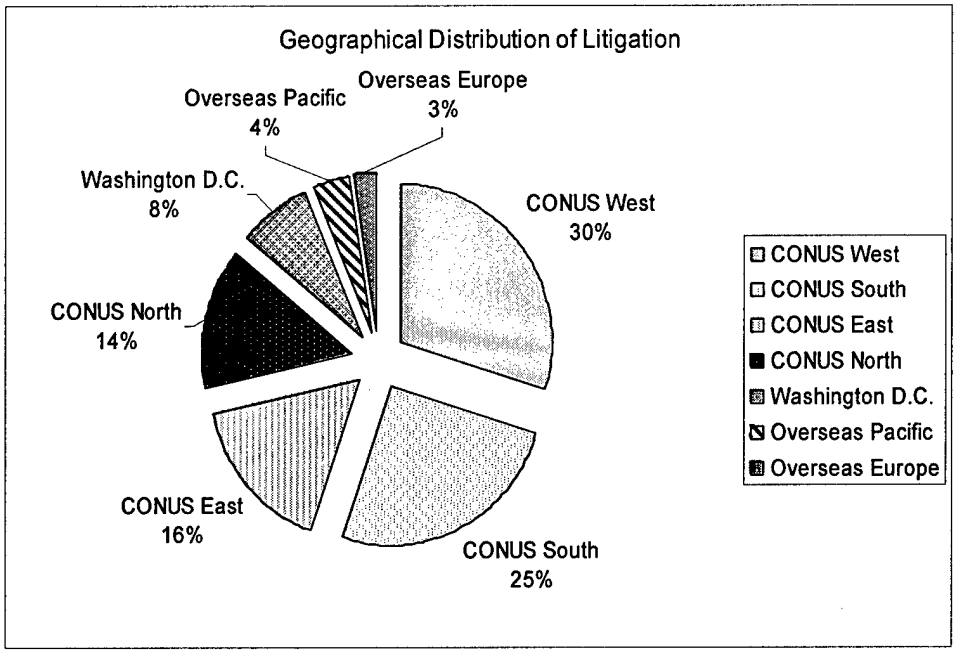


Figure 16. Geographical Distribution of Litigation (UIC)

Table 14. Geographical Region Definitions

Region	Command(s)
CONUS** West	EFD Southwest, EFD West*
CONUS South	EFD South, OICC Kings Bay*
CONUS East	EFD Atlantic
CONUS North	EFD North*
Washington D.C.	EFA Chesapeake
Overseas Pacific	EFD Pacific, OICC Marianas, OICC Philippines*, OICC Thailand
Overseas Europe	EFA Mediterranean, OICC Madrid*

*Decommissioned command ** Continental United States (CONUS)

5.6 NAVFAC Construction Volume and Case Frequency Comparison

NAVFAC's construction business volume data for the period of 1995 to 2002 ranged between a low of $3,109,000,000 (1996) and a high of $3,727,000,000 (2002). NAVFAC maintained an average construction volume of $3,270,000,000 per annum during this period (Armes, 2003). Construction cases seen before the ASBCA ranged from a high of 28 in 1995 and 1996 to a low of 11 in 2002. The data shows that cases of litigation have declined in the last few years when compared against construction business volume. The data for the total population confirms a decline in litigation over the last 8 years. Figure 17 illustrates these findings. As mentioned previously, the data collected for this thesis is based on a number of factors including the ASBCA decision date. Table 15 outlines the average lag time between average decision and award dates.

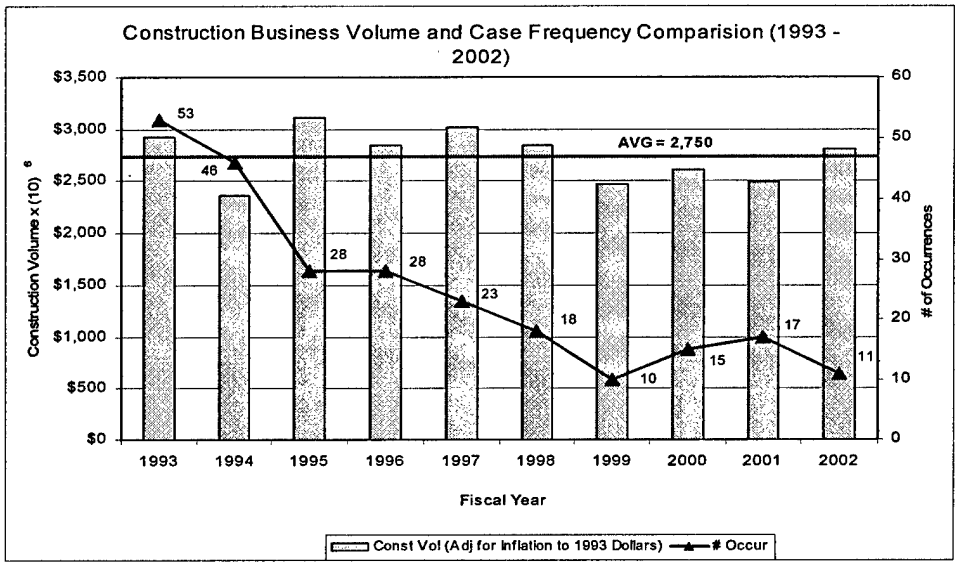


Figure 17. Construction Business Volume and Case Frequency Comparison (Armes, 2003)

Table 15. Case Lag Time, 1995-2002

Avg. Decision Year	Avg. Lag Time (yr)	Avg. Award Year
1993	5.5	1987
1994	5.7	1988
1995	7.3	1988
1996	5.4	1991
1997	4.9	1992
1998	5.2	1993
1999	6.1	1993
2000	8.8	1992
2001	6.4	1995
2002	4.2	1998

5.7 Case Frequency (Average Award (Fiscal) Year Basis)

Figure 18 outlines the total number cases heard before the ASBCA from 1993 – 2002 that were awarded in the period from 1991 – 2001. This period represents the beginning of Partnering and Design-Build at NAVFAC. As of the date of this research, there are no recorded cases at the ASBCA with award dates after 2000. The y-axis represents construction contracts that may have been subject to the partnering and design-build initiatives. The x-axis represents related award (fiscal) years since the implementation of partnering and design-build. The data illustrates an improving trend in the last ten years. These findings validate the use of partnering and design-build initiatives.

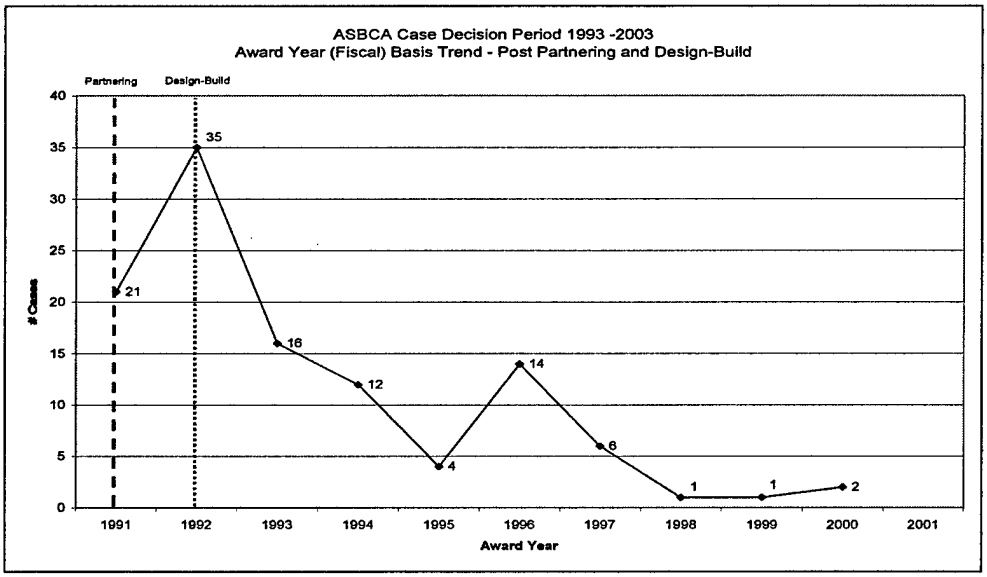


Figure 18. Case Frequency for Average Award Year

5.8 Overall Comparison (# Cases, # Awards, and Construction Volume)

This last comparison involves the following three types of data for the period between 1993 and 2002; 1) the total number of cases heard before the ASBCA that have corresponding award dates for that year; 2) the total number of construction awards; and 3) the total construction volume. Figure 19 reveals that instances of construction litigation are decreasing despite an increasing construction volume in terms of numbers of awards and dollar value.

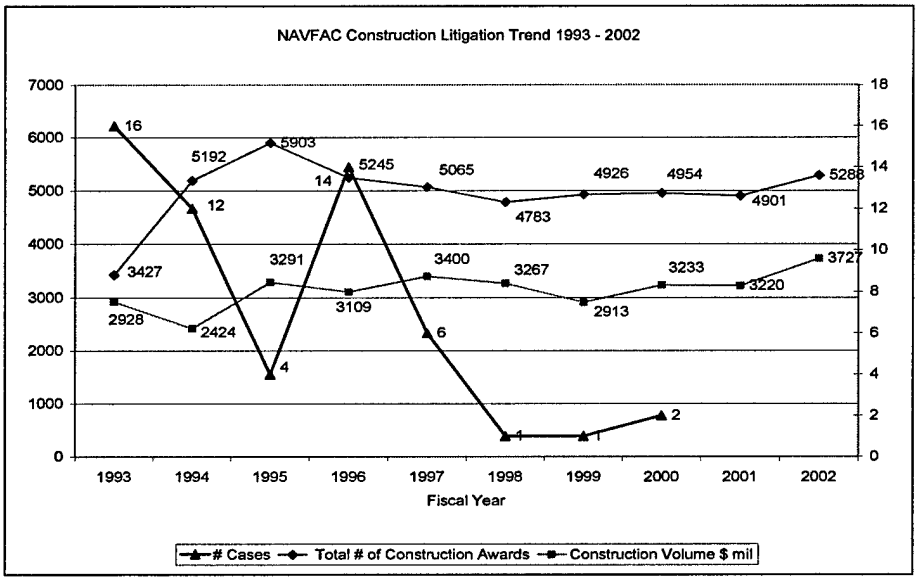


Figure 19. Overall Litigation Trends, 1993 – 2002

5.9 Summary

The findings associated with this chapter show that nearly half of all of the primary causes associated with litigation were found in the Interpretation of

Contracts (26 percent), Delays (12 percent), and Disputes (11 percent) categories. The data indicates that there have been problems associated with the interaction between NAVFAC and their contractors. It is not possible to assign a majority of responsibility for these shortcomings to any one party. However, many of these issues seem to revolve around basic topics such as communication and contracting practices.

The data from this chapter reveals that NAVFAC has experienced a decline in litigation over the last 21 years. This is especially true when the rate of occurrence at the case level is evaluated for the last ten years. The number of cases during the period of 1982 to 2002 averaged 31.7 per annum. The number of cases from 1993 to 2002 averaged 24.7 per annum which is a drop when compared to the 37.9 per annum average for the period of 1982 to 1992. These findings are further reinforced by comparing the total number of cases with award dates between 1991 and 2002 with the implementation of partnering and design-build. The data shows that there has been a steady decline in the number of cases since the implementation of both initiatives. An additional comparison of the following: 1) the total number of cases from 1993 – 2002; 2) total number of awards from 1993- 2002; and 3) the construction business volume from 1993 – 2002, reinforces the fact that the overall trend is down. These findings support the assertion that partnering and design-build are having a positive impact on NAVFAC's rate of litigation.

Chapter 6: Data Presentation (Random Sample)

This chapter details the findings associated with the subjective analysis of the random sample. The data presented in this chapter reflects the judgment of the author and provides further insight into the "root" causes of NAVFAC's construction litigation. "Root" causes will be presented according to responsible party.

6.1 Data Overview

A subjective analysis was performed on a randomly sampled set of 30 cases. These cases were extracted from the segment of the total population covering the last ten years (1993-2002). "Root" causes of litigation were assigned to each case. "Root" causes are defined as causes fundamentally responsible for the escalation of a difference, between one or more of the project participants, to dispute requiring a litigious solution. The assignment of "root" causes was not related to who the prevailing party was or influenced by the ASBCA characterization of causes. In some cases, causal responsibility was assigned to both parties. Multiple causes may have been assigned to a single party in a given case. Government and contractor categories were not necessarily assigned the same descriptive terms. It was felt that because of the different approaches and responsibilities associated with a project, it was inappropriate to assign generalized causal descriptions. See Appendix D for a complete description of

each case found in the random sample. Figure 20 provides a sample of the briefing format used by the author to analyze each of the cases found in the random sample.

General Description

Sample #:	10
Case Title:	TMI Coatings, Inc.
Parties:	TMI Coatings. Inc. vs. NAVFAC (U.S. Navy)
Contract #:	N62470- 90–C-0200
Contract Type:	Fixed Price
NAVFAC Command:	Atlantic Division
Location:	NAS Bermuda
Type of Project:	Fuel Tank Rehabilitation
Award Amount:	$387,131

Project Description

Rehabilitation and modification of two aircraft fuel tanks.

Legal Issues

1. Site Conditions – Contract Indications, Category I – Pitting in the Fuel Tanks

The contractor seeks equitable adjustment and a time extension for the presence of pitting in the interior of the fuel tanks. The contractor was not allowed to inspect the interior of the tanks prior to award. The contractor was informed that the interior of the tanks would be lined with polyurethane and therefore smooth.

2. Liquidated Damages – Propriety of Assessment – Fuel Separators

The contractor seeks to clear assessed liquidated damages for the delayed installation of a fuel separator. The government assessed a total of 18 days-liquidated damages for a delay in project completion due to the installation of fuel separator. The contractor experienced coordination problems with his subcontractors on the issue of testing.

Decision

The court ruled that the contractor was entitled to equitable adjustment and a time extension of 15 days for the unforeseen site conditions within the tank. The fact that the government had not provided access to the interior of the tanks prior to award relieved the contractor of liability. On the issue of the fuel separator, the court determined that the contractor assumes responsibility for the inability of his subcontractor to perform necessary testing in a timely manner. Of the original 18 days assessed, 15 were subtracted for the pitting. The government was entitled to three days liquidated damages.

Appeal Sustained in Part

Root Causes of Litigation
Contractor – Sub-contractor scheduling
Government – Unforeseen Site Conditions

Figure 20. Sample Case Briefing (Random Sample)

6.2 Government Causes of Litigation

Government causes accounted for 50.5 percent or 46 of the total identified "root" causes. They were categorized in four primary areas. These include: 1) Project Management Procedure; 2) Communication; 3) Design Errors; and 4) Contracting Officer Actions. The causes are listed in Table 16 in order of precedence summarizing totals and percentages of each category. This table is followed by Figure 21, Government Causes of Litigation Pareto Chart.

Table 16. Government Categories for Causes of Litigation (Random Sample)

Category	# of Occurrences	% of Total
Project Management Procedure	18	39.1
Communication	14	30.5
Design Errors	7	15.2
Contracting Officer Actions	7	15.2
Total	46	100

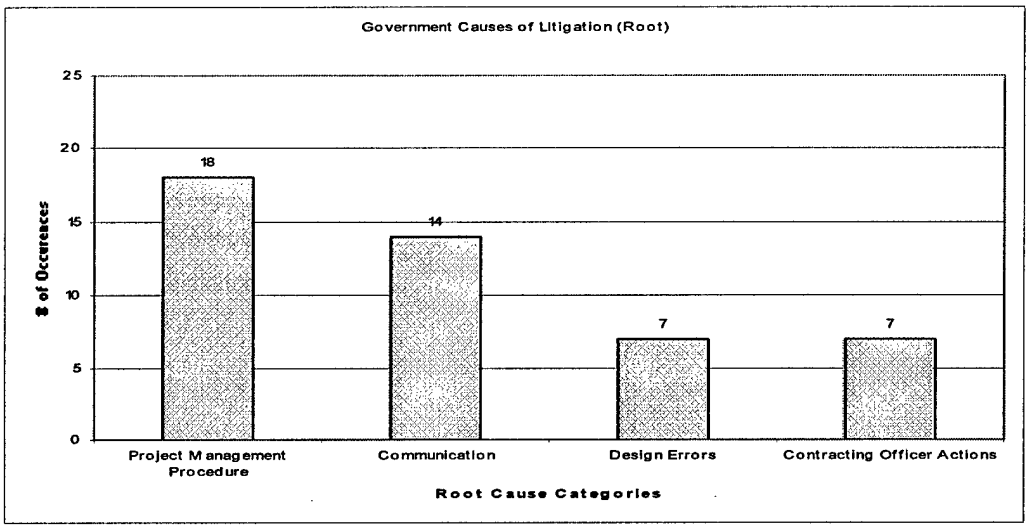


Figure 21. Government Causes Pareto Chart

6.2.1 Project Management Procedure

Project Management Procedure was sub-divided into 4 specific categories. These included: 1) Change Orders; 2) Pre-Award Design Review; 3) Pre-Construction Conference Procedures; and 4) Quality Assurance. Table 17 summarizes totals and percentages of each category. Table 18 outlines Project Management sub-category descriptions.

Table 17. Project Management Procedure Totals

Sub-Category	# of Occurrences	% of Total
Change Orders	5	27.8
Pre-Award Design	5	27.8
Pre-Construction	4	22.2
Quality Assurance	4	22.2
Total	18	100

Table 18. Project Management Procedure Sub-Category Descriptions

Sub-Category	"Root" Causes
Change Orders	Timeliness of responses, development of incomplete scope of work, timely issuance of drawings and contractor lockout
Pre-Award Design Review	Unforeseen site conditions, in-place conditions verification, and failure to clarify requirements
Pre-Construction Conference Procedures	Explanation of contract requirements
Quality Assurance	Contractor monitoring and on-site contractor guidance

6.2.2 Communication

Communication was the next category and it was divided into the following segments: 1) Post Award (Construction Phase); 2) Pre-Award; and 3) Internal. With the exception of the "Internal" sub-category, the other two forms relate primarily to the relationship between the government and the contractor. Table 19 summarizes totals and percentages of each category. Table 20 provides Communication sub-category descriptions.

Table 19. Communication Totals

Sub-Category	# of Occurrences	% of Total
Post Award (Construction Phase)	10	71.4
Pre-Award	2	14.3
Internal	2	14.3
Total	14	100

Table 20. Communication Sub-Category Descriptions

Sub-Category	"Root" Causes
Post Award (Construction Phase)	Explanation of contract requirements, operational coordination, notification of government delays, return of correspondence, explanation of contracting procedures, explanation of related environmental regulations, changed requirements
Pre-Award	Disregard for cost savings proposal and lack of clarity in communication of contract requirements
Internal	Communication with the Architect/Engineer firm and communication between the owner project management team and the fiscal control authority

6.2.3 Design Errors

Design Errors followed Communication and totaled the same number of occurrences as Contracting Officer Actions. Design Errors are simply defined as errors in the drawings or specifications. Table 21 summarizes totals and percentages of each category. Table 22 outlines Design Error sub-category descriptions.

Table 21. Design Error Totals

Sub-Category	# of Occurrences	% of Total
Drawings	5	71.4
Specifications	2	28.6
Total	7	100

Table 22. Design Error Sub-Category Descriptions

Sub-Category	"Root" Causes
Drawings	Clarity of requirements, missing components, and equipment placement
Specifications	Inclusion of metric requirements and insufficient installation instructions

6.2.4 Contracting Officer Actions

The last category assigned to the government was titled Contracting Officer Actions. This category is defined as actions taken by the Contracting Officer that adversely affected the contractor. Contracting Officer Actions were divided into the following categories: 1) Knowledge of Local Statutes; 2) Negotiation Procedures; 3) Award Scheduling; and 4) Bid Review. Table 23 summarizes totals and percentages of each category. Table 24 illustrates Contract Officer Action sub-category descriptions.

Table 23. Contracting Officer Actions Totals

Sub-Category	# of Occurrences	% of Total
Knowledge of Local Statutes	3	42.8
Negotiation Procedure	2	28.6
Award Scheduling	1	14.3
Bid Review	1	14.3
Total	7	100

Table 24. Contracting Officer Actions Sub-Category Descriptions

Sub-Category	"Root" Causes
Knowledge of Local Statutes	Contractor rights after dissolution and Armed Services Board of Contract Appeal procedure
Negotiation Procedure	Failure to clarify requirements
Award Scheduling	Seasonal Restrictions
Bid Review	Bid Accuracy

6.3 Contractor Causes of Litigation

Contractor "root" causes accounted for 49.5 percent or 45 of the total. They were categorized in four primary areas. These include 1) Contracting Practices; 2) Project Management; 3) Bid Development Errors; and 4) Communication. Table 25 lists the causes in order of precedence and summarizes totals and percentages of each category. This table is followed by Figure 22, Contractor Causes of Litigation Pareto Chart.

Table 25. Contractor Categories for Causes of Litigation (Random Sample)

Category	# of Occurrences	% of Total
Contracting Practices	20	44.4
Project Management	15	33.3
Bid Development Errors	6	13.3
Communication	4	9.0
Total	45	100

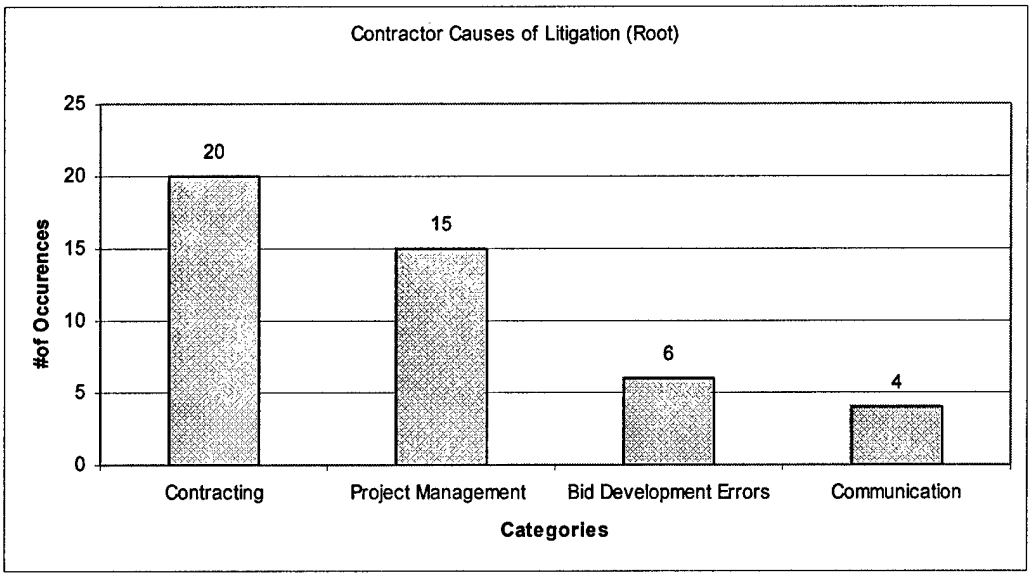


Figure 22. Contractor Causes of Litigation Pareto Chart

6.3.1 Contracting Practices

Contracting Practices was divided into 3 categories. These included: 1) Familiarity with the Contract; 2) Client Contracting Procedures; and 3) Negotiation Procedures. Table 26 summarizes totals and percentages of each category. Table 27 illustrates Contracting Practices sub-category descriptions.

Table 26. Contracting Practices Totals

Sub-Category	# of Occurrences	% of Total
Familiarity with the Contract	11	55
Familiarity with Client Contracting Procedures	7	35
Negotiation Procedures	2	10
Total	20	100

Table 27. Contracting Practices Sub-Category Descriptions

Sub-Category	"Root" Cause
Familiarity of the Contract	Interpretation of drawings and specifications, assumed rights, and interpretation of contract at bid
Familiarity with Client Contracting Procedures	Payment procedures, SBA (8a) practices, knowledge of the termination process, attempt to pass on legal fees and award, weather delay calculations, knowledge of environmental regulations, and bonding requirements
Negotiation Procedures	Failure to clarify requirement

6.3.2 Project Management

Project Management was segregated into four categories. These included: 1) Scheduling; 2) Procedure; 3) Quality Control; and 4) Financial Practices. Table 28 summarizes totals and percentages for each category. Table 29 provides Project Management sub-category descriptions.

Table 28. Project Management Totals

Sub-Category	# of Occurrences	% of Total
Scheduling	6	40
Procedure	4	27
Quality Control	3	20
Financial Practices	2	13
Total	15	100

Table 29. Project Management Sub-Category Descriptions

Sub-Category	"Root" Causes
Scheduling	Activity sequencing, equipment, material delivery, schedule execution, and scheduling subcontractors
Procedure	Pre-construction conference scheduling, submittal preparation and submission, and material/equipment selection
Quality Control	Placement of unauthorized material and improper placement of material
Financial Practices	Missing adjustment proposals and payment of subcontractors

6.3.3 Bid Development Errors (Estimating)

Bid Development Errors were identified with estimating procedure. Therefore the only sub-category associated with this category is titled estimating. Tables 30 and 31 outline the total number of occurrences and associated descriptions.

Table 30. Bid Development Errors Totals

Sub-Category	# of Occurrences	% of Total
Estimating	6	100

Table 31. Bid Development Sub-Category Descriptions

Sub-Category	"Root" Cause
Estimating	Completeness, material selection, faulty methodology, and construction method selection

6.3.4 Communication

Communication was the last category assigned to the contractor segment. There were only four occurrences in the sample. Contractor problems with communication were either internal with their subcontractors or post award with the government. Table 32 summarizes totals and percentages for each category. Table 33 provides Communication sub-category descriptions.

Table 32. Communication Totals

Sub-Category	# of Occurrences	% of Total
Internal	2	50
Post Award	2	50
Total	4	100

Table 33. Communication Sub-Category Descriptions

Sub-Category	Root Cause Descriptions
Internal	Communication with subcontractors
Post Award	Communication of pending delays with material delivery and changes in construction methods

6.4 Project Types

The random sample data also revealed the types of projects involved in litigation. The author divided the project types into four basic categories: 1) Structural; 2) Electrical; 3) Mechanical; and 4) Other. The vast majority of cases involved structural projects. Figure 22 displays the distribution of project types. Table 34 defines projects assigned to these categories.

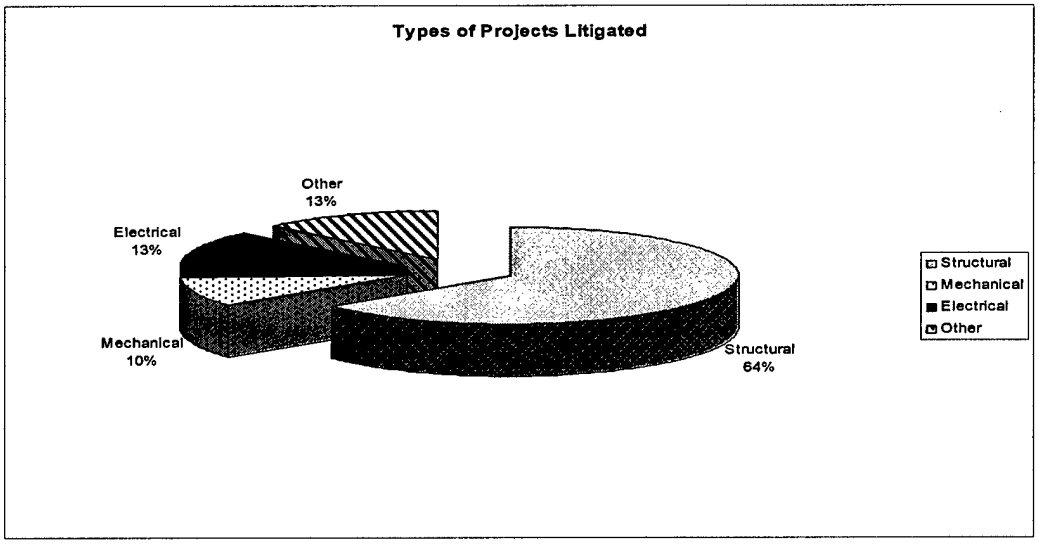


Figure 22. Project Types (Random Sample)

Table 34. Project Type Examples

Project Type	Examples
Structural	Buildings, concrete, renovations, roofing, etc.
Mechanical	Fuel tanks, steam distribution system, etc.
Electrical	Electrical equipment, transformers, etc.
Other	Tank firing range, recreational park, etc.

6.5 Prevailing Parties

The random sample revealed that most of the extracted cases were decided in favor of the government. Despite the higher number of causes assigned to the government by the author, the decision history showed that the court ruled against the contractor most of the time. In more than one instance, it was apparent that both parties could share in the blame for the dispute reaching the litigation stage; however, on matters of law, the contractor was more often at fault. Of the 30 cases sampled, the court found for the government in 18 (60 percent) and the contractor in 12 (40 percent) of the cases. The prevailing party data generated from the random sample can be used to characterize the decision trend of the ASBCA for the total population. It should be noted that the contractor success rate includes cases where partial favorable judgment was rendered by the board.

Only four of the 30 or 13 percent of the cases were found in complete favor of the contractor. Contractors should take notice of the apparent difficulty associated with achieving total success at the ASBCA.

6.6 Summary

The total number of assigned "root" causes (91) did not equal the total number of cases (30). Appendix C provides a complete listing of "root" causes associated with the random sample. The subjective nature of analysis accounts for the differences between the number of "root" causes and the total number of cases. The government was found to be responsible in slightly more cases than the contractor despite having the advantage in decisions rendered. This indicates that the government and the contractor share equally in responsibility for dispute elevation to litigation. All of the categories identified are similar in nature. For example, project management procedure on behalf of the government is directly related to the contracting ability of the contractor. The success of governmental administration of a contract can be gauged by how well the contractor understands the requirements of the contract. This is a simple concept; not always achievable through standard project management practice. The random sample data illustrates that many of the issues brought before the ASBCA are subjective differences of opinion beyond resolution at the project level.

Chapter 7: Conclusions

This thesis provides extensive data regarding the causes of construction litigation involving NAVFAC and their contractors. The literature review illustrated that there is an industry wide effort to reduce litigation and that there are a number of steps that can be taken to help mitigate the circumstances that drive an owner and contractor to litigation. Despite the belief that litigation is on the rise, it is apparent that litigated claims involving construction contracts and NAVFAC have been decreasing in the last ten years. An ANOVA analysis of the means for total cases litigated for the periods of 1982-1992 and 1993-2002 provides statistical evidence that there is in-fact a declining number of cases being brought before the ASBCA. The data provided in this thesis indicates a continuing positive trend towards a reduction of litigation.

An upward trend was discovered in the average final deposition period of cases elevated to litigation. An ANOVA analysis supports this trend by finding that the average contract duration period increased from 4.67 years (1982-1992) to 5.96 years (1993-2002).

The total population data set revealed that the three largest drivers behind litigation were the Interpretation of Contracts (26 percent), Delays (12 percent), and Disputes (11 percent). These findings are not in keeping with the Diekmann and Nelson claim study. Their data showed that claim issues (pre-litigation) tend

to surround change orders and design errors. This thesis shows that the causes identified in the total population data set appear to be best described as subjective disagreements over issues not easily addressed by negotiation.

Chapters 4 and 6 outline the procedures and findings associated with the selection and analysis of data from a random sample of cases from the total population. In keeping with the trend established in the total population, the random sample reveals problems with larger, non-quantifiable issues. The "root" causes of litigation associated with the random sample cases appear to be centered on the field and contractual management of the project. Conveyance of contract requirements by the government and proper interpretation of specifications and drawings by the contractor appear to be a central theme. A total of 67 of 91 (73 percent) "root" causes are assigned to one of the following categories:

- Project Management Procedure (Government)
- Contracting Procedure (Contractor)
- Communication (Government)
- Project Management (Contractor)

The subjective analysis of the random sample showed that the government held a slight edge in total assigned "root" causes. This data does not match the prevailing party trend from the same sample. The ASBCA found for the government in the majority of cases, however, the author found the government to be at a minimum, equally responsible for the elevation of claims to litigation. The

data shows that there continues to be a difference between the government and the contractor in regards to the basic understanding of the contract and the governmental contracting process.

The data from the random sample supports the findings of the total population. Issues of interpretation and delay flow directly from deficiencies in project management, contracting procedures and communication. The differences identified are best characterized as complex disagreements of opinion between the two parties.

This thesis confirms that matters of a trivial nature can in-fact proceed to litigation. The case histories reveal that many of these issues could have been avoided with better management and contracting procedures. The subjective nature of each dispute does not simplify the situation. Once the parties have become entrenched in their positions, it is very difficult to convince them to compromise. Despite the potential economic pitfalls associated with litigation, entrenched parties are often reluctant to abandon their position after they have crossed into the realm distrust.

The good news for NAVFAC is found with the overall trend of litigation occurrences. The frequency of cases proceeding to litigation has been declining over the last twenty years. The rate of decline is even greater in the last ten years. The implementation of partnering and design-build initiatives in the early 1990's may be playing a significant role in the reduction in litigation. If, as the data

suggests, these two initiatives are in-fact reducing the frequency of litigation, it stands to reason that only instances of extreme disagreement are working their way into court.

Chapter 8: Recommendations

In conducting this research, it was discovered that there are no reliable or readily accessible electronic databases for locating NAVFAC construction litigation cases. NAVFAC does not currently have an established system for recording litigation causal data. The fragmentation of litigation defense responsibilities may be the cause of the problem. Smaller claims (<$400k) are handled in-house by NAVFAC as where larger cases are referred to the U.S. Navy Trial Litigation Team. Despite the challenge associated with the separation of responsibilities, it is recommended that NAVFAC develop a system for tracking causal data associated with the cases it litigates. The establishment of a centralized database at headquarters level may prove to be useful in analyzing litigation trends, evaluating associated overhead requirements, and process improvement identification. The centralized database should be mirrored at the EFD and EFA level so as to provide a more efficient mode of data collection.

The majority of cases analyzed in this thesis appear to have been driven to litigation by the misinterpretation of contract requirements. The data do not suggest that this is entirely attributed to new contractors, however, it can be reasoned that contractors with NAVFAC experience are less likely to encounter problems with government contracting procedure. A cost-benefit analysis between the implementation of a NAVFAC wide "new contractor" orientation

program and the overhead costs associated with annual litigation requirements may be useful. The program would be designed for "new contractors" and contracts not subject to performance based selection criteria. The responsibility for the development of the "new contractor" program should be delegated to the field level. Specific minimums should be mandated by headquarters with field level discretion to tailor the program to meet local requirements. Program topics should include:

- Overview of a typical NAVFAC Project Management Team;
- Introduction and Overview of the Federal Acquisition Regulation;
- Common Contract Clauses (Liquidated Damages, Bonding Reqs, etc.);
- Site Specific Operating Procedures (Payment, Modifications, etc); and an
- Overview of the Contracts Claims Process.

In addition to the establishment of a "new contractor" program it is recommended that NAVFAC investigate the possibility of adding a course in Alternative Dispute Resolution to its curriculum offerings at the Civil Engineer Corps Officer School. In particular, the school should consider adding a short instruction capsule for their new officers attending the Basic Course. By providing new officers with information concerning partnering and other dispute avoidance and resolution tools, NAVFAC can continue to promulgate the message that they are committed to resolving issues at the lowest level possible. This position is powerful and very appealing to contractors. At the end of the day

all of the participants want to be able walk away feeling that they were successful. The data from this thesis shows that the majority of the problems identified in claims brought before the ASBCA could have been appropriately addressed in a forum created through partnering.

Future research in this area could be undertaken to examine the true effect of partnering and design-build on NAVFAC contracts. Has there been a reduction in the volume of overall claims (Litigious and Nonlitigiuous) associated with these two initiatives? More study could be done on the overhead costs associated with NAVFAC's annual litigation workload. Is NAVFAC spending more or less money defending fewer cases? How much money has NAVFAC saved as a result of reduced litigation? Is it quantifiable? If not, how does one assign value to an intangible like a reduction in litigation? Lastly, it would be interesting to use the system developed in this thesis for the analysis of cases involving the U.S. Army Corps of Engineers, U.S. Air Force, or any other Federal Agency. A variety of questions could be answered in comparison studies. Are there common trends? Is the downward trend identified here the same for the other services or agencies?

Future researchers would benefit from the use of LEXUS-NEXUS, which was not accessible by the author. This will facilitate data extraction. Secondly, it is important for future researchers to be aware of the restrictions surrounding access to reserve room material at the Law Library. Limited hours and the

inability to check out ASBCA material can hinder data extraction given a finite period of research.

Hopefully this thesis provides NAVFAC with a better understanding of the issues surrounding the litigation of their construction contracts. The thesis is intended to serve as a starting point for future data collection in this field.

APPENDICES

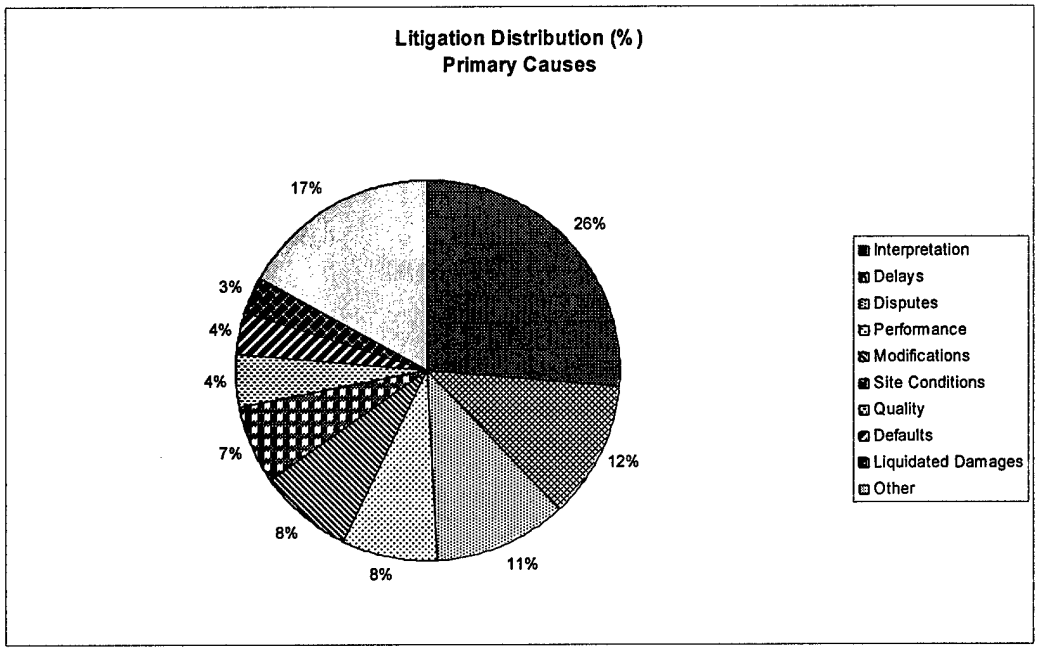
APPENDIX A: TOTAL POPULATION SUMMARY

PRIMARY CAUSE CODE DEFINITIONS

IC – Interpretation of Contracts
Spec – Specifications
LD – Liquidated Damages
Perf – Performance
Pay – Payment
Labor – Labor
D – Delays
Def – Termination for Default
Bid – Bidding Procedures
SC – Site Conditions
Sub – Sub Contractor
Mod – Modifications
Accept – Acceptance
GFM – Government Furnished Equipment
Q – Quality
Comp – Compliance
FA – Foreign Acquisition
OH – Overhead
Proced – Procedure
Liab – Liability
Mist – Mistakes
Procur – Procurement
VE – Value Engineering
AE – Architect Engineer
Bond – Bonding Requirements
Pric – Pricing
Disp – Disputes
Risk – Risk Allotment
Tax – Taxes
War – Warranty
Time – Time Extension
Policy – Contracting Policy
TfC – Termination for Convenience

Total Population			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	Total
Year	Cases	Avg. Span(yrs)	IC	Spec	LD	Perf	Pay	Labor	D	Def	Bid	SC	Sub	Mod	Accept	GFM	Q	Comp	FA	OH	Proced	Liab	Mist	Procu	VE	AE	Bond	Pric	Disp	Risk	Tax	War	Time	Policy	TfC	
1982	16	5.4	7	1			1			1	1	2	1	2																						16
1983	23	5.5	5	2	1		2		5		1	1		1	1	1	3																			23
1984	28	7.4	6		1	1		1	6	4		3					2	1	1	1	1															28
1985	25	4.3	7			3			1	3		4		1			2					1	1	1	1											25
1986	34	3.3	6	1		3	3	1	3	3	1	2		4	1		2							1		1	1	1								34
1987	35	3.2	13		1	5			2			2	1	4			3								1			1	2							35
1988	55	3.7	15		1	4	1		7	2		6		4			3				2		1		1			2	2	1	2	1				55
1989	56	3.5	19		1	3	1		8		1	3		6	1		1				2		1					4	3			1	1			56
1990	54	3.8	25			5		1	5	2		1	2	3			2				1		1				1		5							54
1991	46	5.1	16		3	4	1			2		2		3					1				1					1	9			1	1	1		46
1992	45	6.1	10		1	6		1	4			1	1	3							2							2	9	2			1	1	1	45
1993	53	5.5	11		3	4	2		7	1	1	5	1	4							2								11	1						53
1994	46	5.7	13		5	3	1		4	1		4		3	1		3				1		1	1	1				3						1	46
1995	28	7.3	2		1	6			4	1				4			2						1						7							28
1996	28	5.4	2		2	3			1	2		1	1	2	1		1		1				2				1		6	1		1				28
1997	23	4.9	4			1		1	5			2		4									1						4			1				23
1998	18	5.2	4		1				6			2					1						1				1		2							18
1999	10	6.1	2			1			2					1	1		1												2							10
2000	15	8.8	3			1			6		2	2																	1							15
2001	17	6.4	3			2			1	2		2		1			1												5							17
2002	11	4.2	2						1		1			3			1												3							11
	666		175	4	21	55	12	5	78	24	8	45	7	53	6	1	28	1	3	1	11	1	11	3	4	1	3	12	74	5	2	5	3	2	2	666

	#Occur	% Total
Interpretation	175	26%
Delays	78	12%
Disputes	74	11%
Performance	55	8%
Modifications	53	8%
Site Conditions	45	7%
Quality	28	4%
Defaults	24	4%
Liquidated Damages	21	3%
Other	113	17%
	666	100%
	666	
	100%	



APPENDIX B: ANNUAL SUMMARIES (82-02)

1982						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award ($)	Award Date	l.span
1	15502	26077		30-Nov-81	N62467-79-C-0304	IC					Fire Fighting Control Fac	99,989	24-Nov-80	366
2	15509	22218		30-Nov-81	N62472-73-C-0154	Spec	LD	Mod			Hangar	1,282,000	30-Jul-74	2640
3	15501	25994		04-Dec-81	N62467-79-C-2613	IC					Roofing	unspec	21-Oct-80	403
4	15503	26120		11-Dec-81	N62474-78-C-5169	SC					Fender Piling Const	2,823,400	02-Apr-79	969
5	15815	25048		28-Dec-81	N62474-76-C-7050	IC					Abrasive Blasting Facility	unspec	19-Dec-75	2169
6	15670	26208		26-Feb-82	N62470-74-C-1332	Mod					Power Plant	5,357,700	23-Aug-77	1623
7	15750	26294		12-Apr-82	N62474-77-C-2051	IC					Aircraft Maint Facility	5,454,059	28-Feb-79	1122
8	15744	22177		13-Apr-82	N63008-72-C-0036	Pay					Cantonment Area	1,447,688	08-Nov-73	3035
9	15745	24416		13-Apr-82	N62474-77-C-2226	Mod					Const 4 Bldg	3,523,676	23-May-78	1400
10	15777	25040		16-Apr-82	N62474-76-C-7033	IC					Power Plant Rehab	4,976,400	25-Mar-77	1821
11	15994	26862		30-Jul-82	N62470-81-C-2319	Bid					Site Improvements	227,000	25-Aug-81	335
12	16030	26883		03-Sep-82	N68248-74-C-5044	Sub					Equipment Maint Bldg	5,234,000	29-Mar-76	2314
13	16054	25510		20-Sep-82	N62470-79-C-3238	Def					Tennis Court	12,400	19-Sep-79	1081
14	16080	26301		29-Sep-82	N62474-77-C-2565	IC					Pier and Utilities	23,684,990	28-Jul-79	1141
15	16111	26856		18-Oct-82	N62467-79-C-0294	SC					BEQ	1,025,702	06-May-81	522
16	16105	25911		29-Oct-82	N62472-75-C-0146	IC					Steam Plant Improve	5,841,595	05-Aug-75	2604

1983						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
1	16194	27048		18-Oct-82	N62474-80-C-9146	Mod					Pier Modifications	343,900	09-Jul-80	819
2	16166	25618		10-Nov-82	N62474-78-C-2482	Q					Liquid Natural Gas Fac	573,195	17-Apr-79	1283
3	16211	25746		22-Nov-82	N62467-77-C-7294	D	Q				9-Hole Golf Course	135,890	22-Dec-77	1770
4	16193	26959		24-Nov-82	N62470-80-C-0056	GFM					Runway Repairs(Asphalt)	425,235	30-Sep-80	774
5	16246	26358		22-Dec-82	N62467-74-C-0562	D	LD				Const Bldg	456,432	23-Jun-76	2339
6	16238	24859		06-Jan-83	N62467-77-C-2174	Q					Aircraft Maint Facility	8,833,000	15-Mar-79	1371
7	16262	24671		20-Jan-83	N62471-78-C-1436	D					BEQ Reno	1,681,000	26-Sep-78	1554
8	16374	26802		03-Mar-83	N2467-74-C-0560	IC					Const Bldg	unspec	18-Jul-79	1305
9	16434	23849		14-Mar-83	N62470-76-C-6291	Spec					Petro Facility	2,962,000	19-Sep-77	1975
10	16402	27601		18-Mar-83	N62467-75-C-0505	LD					Heat Treatment Facility	3,093,000	07-Sep-78	1631
11	16451	27086		08-Apr-83	N62472-78-C-0306	IC					Salt Water Supply Lines	6,761,000	27-Feb-79	1481
12	16449	26601		11-Apr-83	N62472-78-C-0092	IC					Steam Lines	2,160,000	21-Nov-80	860
13	16478	26213		29-Apr-83	N62472-77-C-7125	IC					Utilities	4,437,000	27-Aug-79	1322
14	16605	24960		06-Jun-83	N62474-77-C-2703	IC					Electrical Controls	239,900	15-Sep-78	1701
15	16603	24829		08-Jun-83	N62472-74-C-0160	Accept					Replace Boilers	269,400	21-Oct-74	3107
16	16612	26136		08-Jun-83	N62422-78-C-0225	SC					Sewer Lines	224,074	15-Jan-80	1223
17	16716	25631		18-Jul-83	N62474-78-C-0894	Q					Bldg Alterations	268,208	19-Oct-79	1349
18	16712	22795		26-Jul-83	N62472-74-C-0025	D					Hangar	6,087,768	26-Jun-75	2910
19	16790	25800		11-Aug-83	N62474-74-C-3362	Spec	Q				Aircraft Corrosion Facility	6,967,000	21-Oct-77	2090
20	16827	24645		31-Aug-83	N62477-74-C-0267	Pay					Reno 4 Bldg	unspec	30-Mar-75	3030
21	16831	27896		13-Sep-83	N62467-78-C-3284	D					Roofing	507,777	03-Apr-79	1600
22	16843	26023		20-Sep-83	N62474-79-C-0537	Pay	Mod				Oil and Gas Facility	9,582,363	21-Aug-79	1469
23	16886	25719		29-Sep-83	N62474-78-C-0668	Bid					Commissary Reno	725,000	10-Jul-79	1519

1984						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	I.span
1	16944	25196		07-Nov-83	N62470-77-C-7493	Def	Pay				Womens BEQ	219,218	23-Jan-79	1724
2	16994	24973		17-Nov-83	N62472-73-C-0105	SC					Reserve Ctr	unspec	19-Mar-75	3118
3	16998	25980		22-Nov-83	N62474-77-C-2966	SC	Mod				Base Housing Reno	2,545,937	29-Sep-78	1853
4	17031	26948		20-Dec-83	N62467-81-C-0227	Def					Marine Timber Piles	53,793	06-Apr-81	974
5	17127	27641		29-Dec-83	N62474-79-C-9313	IC					Underground Electrical	1,769,769	13-Jul-83	166
6	17285	28316	28609	16-Jan-84	N62467-79-C-0488	Compli					Reserve Center	2,520,000	20-Jul-82	536
7	17152	28525	28980	23-Jan-84	N62474-81-C-8266	OH					A/E Design	89,720	20-Oct-81	813
8	17141	25526		30-Jan-84	N62474-76-C-7013	LD					Maint Facility	175,770	23-Feb-76	2857
9	17183	28707		15-Feb-84	N62467-82-C-9052	Labor					Restroom Const	149,300	29-Sep-82	496
10	17207	28124		27-Feb-84	N62474-80-C-9370	IC					Soil Stabilization	520,000	24-Jul-81	933
11	17254	26377	26631	22-Mar-84	N62467-76-C-0295	IC					Maintenance Facility	9,395,000	17-Jan-80	1505
12	17290	25594		29-Mar-84	N62766-77-C-0206	D					Hurricane Restoration	5,470,422	19-Jul-77	2410
13	17407	29040		30-Apr-84	N62470-78-C-8134	IC					Install Traffic Control	4,994,300	18-Sep-91	2658
14	17408	23782		25-May-84	N62477-77-C-0256	D					Machine Shop	684,000	07-Dec-77	2328
15	17427	29020		29-May-84	N62467-82-C-3410	Perf					Aircraft Wash Rack	49,149	15-Sep-82	614
16	17463	24032		31-May-84	N62470-75-C-5102	SC					Petro Line	5,717,000	01-Feb-77	2640
17	17470	26195		05-Jun-84	N62470-80-C-2052	Def					Steam Lines	23,250	22-Aug-80	1363
18	17464	28709	24324	22-Jun-84	N62467-74-C-0437	Proced					Communication Center	232,000	08-Jun-76	2894
19	17527	24445		29-Jun-84	N62474-77-C-0117	D	Perf				Remodel Galley	102,259	21-Apr-78	2228
20	17532	27604		29-Jun-84	N62467-79-C-0457	IC					Training Facility	1,068,789	09-Jun-81	1100
21	17535	28146		16-Jul-84	N62745-78-C-0078	FA					Upgrade Power System	863,975	30-Sep-80	1366
22	17548	29085		31-Jul-84	N62474-81-C-8050	Q	D				Install Incenerator	47,926	20-Jul-81	1091
23	17566	27491		03-Aug-84	N62477-75-C-0159	D					Running Track	12,941,000	19-Jul-79	1814
24	17590	24787		09-Aug-84	N62864-78-C-0006	Def	D				Fuel Station	373,500	06-Jun-78	2223
25	17624	20150		30-Aug-84	N62474-72-C-0009	IC	SC	D			Facility Expansion	1,678,657	11-Jul-72	4369
26	17673	29340		10-Sep-84	N62477-80-C-7009	D	Def				Bldg Reno	69,696	03-Jun-83	457
27	17665	23011		17-Sep-84	N62474-75-C-6581	Q					Steam System Modern	6,879,000	28-Sep-77	2509
28	17668	26540		24-Sep-84	N62472-80-C-4543	D					Base Housing Reno	199,000	24-Apr-80	1590

1985						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
1	17754	24195		31-Oct-84	N68248-74-C-5027	Q	Perf				Admin Bldg	4,717,700	27-Sep-77	2554
2	17753	23028		13-Nov-84	N62467-75-C-0521	D	Def				Renovate Base Housing	2,333,000	23-Mar-77	2750
3	17757	29065		26-Nov-84	N62467-80-C-0781	IC					Recruit Processing Facility	6,412,051		
4	17787	24347		28-Nov-84	N62474-74-C-3754	Liability	Specs				A/E Services	160,780	26-Jun-74	3752
5	17823	26224		17-Dec-84	N62474-79-C-5419	IC					Runway Repairs	975,495	29-Sep-79	1878
6	17867	26410		15-Jan-85	N62472-78-C-0306	SC					Wharf Repairs	150,400		
7	17882	24854		31-Jan-85	N62467-77-C-0411	Perf					Bldg. Renovations	116,841	08-Feb-79	2153
8	17933	26345		25-Feb-85	N62474-78-C-0850	SC	Q	FA			BEQ	3,407,498	06-Feb-80	1819
9	17972	27309		28-Feb-85	N62467-76-C-0920	Perf	Mod				Flight Simulator	943,000	23-May-79	2075
10	17979	29572		28-Feb-85	N62470-81-C-1288	Mod					Magazines	631,493	21-Sep-82	877
11	17982	29870		06-Mar-85	N62472-79-C-0330	Q					Vehicle Maintenance Bldg	216,036	19-Mar-81	1427
12	17984	30071		06-Mar-85	N62472-82-C-7352	IC					Boiler Shop	134,000		
13	17980	29652		18-Mar-85	N62472-83-C-4453	Def					Multipurpose Center	168,700	06-Sep-83	552
14	18025	25550		28-Mar-85	N62467-72-C-0606	Perf	D				Jet Engine Test Cell	1,833,959	30-May-74	3898
15	18253	30109		15-Apr-85	N62474-79-C-0549	IC					Oil Zone Remedation	5,558,000	23-Feb-82	1132
16	18113	27339		07-May-85	N62467-81-C-5113	SC					Roofing	203,709	30-Sep-81	1297
17	18114	28130		10-May-85	N62472-82-C-1952	Def					Roofing	17,300	15-Jul-82	1015
18	18149	26760		21-May-85	N62467-78-C-4208	IC	Mod	D	Perf		HTHW Line	874,474	31-Oct-78	2361
19	18299	29092		17-Jul-85	N62472-77-C-0128	SC					Water Distribution Sys	2,666,000	20-Mar-78	2637
20	18309	30722		26-Jul-85	N62467-84-C-9642	IC					Security Fence	207,551	17-Aug-84	339
21	18370	30665		07-Aug-85	N62470-81-C-1399	Procur					Steam Plant	102,490,000	29-Sep-83	668
22	18362	28699		20-Aug-85	N62864-80-C-0058	IC					Const Cold Storage	74,584	29-Sep-82	1041
23	18636	28726		20-Aug-85	N62474-80-C-0047	Mist					Fire Protection System	145,065	21-Oct-80	1739
24	18500	30895		22-Oct-85	N62472-81-C-0439	VE					Engr Management Ctr	16,783,950	28-Oct-83	714
25	18502	27801		23-Oct-85	N62864-78-C-0040	Def					CPO Club	284,635	19-Mar-79	2374

1986						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
1	18539	30205		23-Oct-85	N62474-83-C-6864	Pay					Concrete Const	71,055	29-Sep-83	744
2	18546	31246		23-Oct-85	N62472-82-C-0183	Brand					Training Facility	1,814,000	22-May-84	511
3	18535	29336		28-Oct-85	N62474-76-C-7199	Specs					A/E Services	35,785	17-Nov-76	3221
4	18558	27212		06-Nov-85	N62474-79-C-5325	Mod					Armory	2,040,000	29-Jun-79	2287
5	18564	31173		08-Nov-85	N62467-81-C-2778	Pay					Bowling Alley	91,760	25-May-83	883
6	18626	28446	29036	20-Nov-85	N62472-75-C-0479	IC	D	LD			Turbine Air Intake	114,000	29-Sep-79	2211
7	18643	29727		12-Dec-85	N62745-82-C-0012	D					Road Construction	unspec	13-Jul-82	1229
8	19101	29901		18-Dec-85	N62474-78-C-0632	D					Commissary	3,168,491	28-May-91	1960
9	18690	31069		31-Dec-85	N62474-82-C-2080	SC	Perf				Marine Piles	unspec		
10	18699	24901	27351	31-Dec-85	N62477-77-C-1062	Def	LD				Roofing	184,670	23-Sep-77	2978
11	18701	26977	et al	10-Jan-86	N62474-74-C-3877	Mod	LD	Q	Perf	IC	BEQ	1,915,000	02-May-75	3848
12	18730	31351		16-Jan-86	N62474-83-C-6168	IC					Electrical	24,585	21-Sep-83	835
13	18734	30517		27-Jan-86	N62474-80-C-9455	Perf					Const Repair Facility	20,140,249	19-Apr-83	998
14	18782	30626		06-Feb-86	N62471-83-C-1372	IC					Misc Repairs	251,200	18-Nov-83	798
15	18838	28766		26-Feb-86	N62864-80-C-0087	Labor					Communication Facility	5,177,000	06-Oct-83	860
16	18843	30486		03-Mar-86	N62472-81-C-0296	Q					Repair Base Housing	2,859,000	29-Sep-83	874
17	18906	31804		12-Mar-86	N62470-82-C-7842	Perf					A/E Design Svcs	unspec	20-Sep-83	892
18	18907	31251		14-Mar-86	N62474-81-C-8168	IC					Base Housing Reno	1,735,735	30-Sep-83	884
19	18912	30387		25-Mar-86	N62470-83-C-3364	Def					Cold Storage	24,685	09-Dec-83	826
20	18908	31225		27-Mar-86	N62477-84-C-7148	Def					Electrical	23,800	14-Sep-84	553
21	18927	24959		31-Mar-86	N62474-75-C-6306	IC					BEQ		30-Dec-77	2970
22	18976	31055		04-Apr-86	N62470-81-C-1288	Pay					HE Magazines	631,492	17-Sep-82	1277
23	18974	29210		07-Apr-86	N62477-82-C-2045	Bond	Def				Bldg Reno	65,000	30-Sep-82	1267
24	18956	31871		16-Apr-86	N62470-83-C-4726	IFB					Misc Const	674,000	14-Aug-84	602
25	19038	31700		29-Apr-86	N62474-83-C-78795	Pric					Emergency Generator	51,900	10-Sep-84	589
26	19033	31823		02-May-86	N62474-78-C-0850	Accept					BEQ	unspec	06-Feb-80	2246
27	19114	32013		21-May-86	N62467-83-C-0558	AE					AE Services	unspec	30-Sep-84	591
28	19113	31971		05-Jun-86	N62472-84-C-3441	IC					Bldg Alterations	unspec	18-Oct-84	587
29	19099	29794		18-Jun-86	N62474-82-C-5812	SC					Renovate Courtroom	122,449	30-Sep-82	1338
30	19150	32196		02-Jul-86	N62474-83-C-5198	D					Paving	4,500,000	30-Sep-83	992
31	19241	29235		04-Aug-86	N62474-81-C-8086	Mod					Roofing	2,419,000	29-Sep-81	1745
32	19224	32132		07-Aug-86	N62474-81-C-8015	Qual					Mechanical	13,787,000	29-Aug-83	1058
33	19234	32383		11-Aug-86	N62474-83-C-6827	Perf					Storage yard	64,862	29-Sep-83	1032
34	19296	32233		20-Aug-86	N62477-83-C-1083	Mod					Mechanical	19,456	16-Nov-84	634

1987						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
1	19374	30944		27-Aug-86	N62477-81-C-0298	IC					Concrete Ramp		21-Jul-82	1476
2	19358	32643		26-Sep-86	N62474-84-C-2819	IC					Test Chamber	137,639	19-Dec-84	637
3	19359	32641		30-Sep-86	N68248-82-C-2019	IC					Maintenance Support Bldg	12,156,000	12-Dec-84	648
4	19360	32640		30-Sep-86	N68248-82-C-2019	IC					Maintenance Support Bld	12,156,000	12-Dec-84	648
5	19384	29729		02-Oct-86	N62470-81-C-1288	D					HE Magazines	693,00	17-Sep-82	1455
6	19364	32460		17-Oct-86	N62474-84-C-6632	Q					Firefighting Facility	244,477		
7	19349	32921		20-Oct-86	N62477-81-C-0410	IC	SC				USMC PX	6,808,000	06-Oct-84	734
8	19456	29870		12-Nov-86	N62472-79-C-0330	Perf	Q	LD			Maintenance Shop	216,036	19-Mar-81	2033
9	19467	33215		19-Nov-86	N62472-82-C-0197	SC					Office Bldg Mod	6,617,000	29-Nov-84	710
10	19744	33216		15-Jan-87	N62474-81-C-8380	IC					Instruction Bldg	225,000		
11	19565	33130		16-Jan-87	N62467-83-C-0456	IC					3-Story Bldg	unspec	30-Sep-85	466
12	19626	26692	et al	28-Jan-87	N68248-76-C-6020	LD	D	SC	IC	Perf	Relocate Ord Facility	7,928,200	07-Jun-77	3471
13	19608	33239	33240	29-Jan-87	N62467-83-C-0034	Sub	SC				Barracks Reno	9,000,000	04-Apr-85	655
14	19613	32935		29-Jan-87	N62467-85-C-9011	Q					Rpr to Senior Officer Qtrs	169,273		
15	19748	32871		05-Feb-87	N62474-80-C-9813	Pric					Misc Const	1,390,500	10-Sep-84	865
16	19689	28813		18-Feb-87	N62474-80-C-9036	IC	SC				Repair Pier	2,782,592	26-Jan-81	2182
17	19687	29607		26-Feb-87	N62474-80-C-9657	Perf					Misc Const at Adak	1,912,500	24-Sep-81	1952
18	19669	33125		09-Mar-87	N62472-83-C-0022	Mod					Repair Pier	4,983,454	11-Dec-84	808
19	19709	30104		26-Mar-87	N62474-80-C-9312	Perf	LD	Q			Repair Pier	818,989	29-Sep-81	1977
20	19757	30484		26-Mar-87	N62472-78-C-0872	Q					Water Pit	32,640,000	22-Jun-81	2074
21	19762	29388		26-Mar-87	N62474-80-C-9494	Mod	RA	Disp			Waste Water Facility	510,634	25-Feb-80	2551
22	19742	33359		27-Mar-87	N62474-85-C-7143	IC					Misc Const	225,000	12-Sep-85	555
23	19764	29156		30-Mar-87	N62470-80-C-0245	VE					Barracks Conversion	unspec	07-Apr-82	1793
24	19740	33585		03-Apr-87	N62467-83-C-0709	IC					N/MC Reserve Center	199,447	20-Aug-85	583
25	19760	29843		03-Apr-87	N62474-82-C-5812	Mod					Bldg Repairs	122,449	30-Sep-82	1623
26	19854	34029		07-May-87	N62477-83-C-0129	Mod					Bldg Renovation	507,500	29-Sep-83	1298
27	19898	33945		26-May-87	N62474-83-C-2421	Disp	D				Base Housing Reno	1,591,000	19-Nov-84	907
28	19910	30345		03-Jun-87	N62472-81-C-2051	Perf	D				Galley Reno	212,000	29-Sep-82	1684
29	19959	33706		09-Jun-87	N62745-84-C-1374	IC					Hangar Reno	441,996	27-Sep-84	972
30	19970	33023		17-Jun-87	N62474-85-C-7143	Disp					PEB	225,000	12-Sep-85	635
31	19988	30564		01-Jul-87	N62477-80-C-0082	IC					Power Plant Convesion	5,999,000	24-Sep-84	997
32	20119	34026		26-Aug-87	N62474-82-C-3964	SC	Mod	Pric			Power Station Design	103,909	30-Sep-82	1766
33	20187	31194		01-Sep-87	N62472-81-C-0374	D					Repair Runway	494,346	21-Jul-83	1480
34	20175	34367		03-Sep-87	N62472-85-C-0099	IC					Operations Center	7,023,195	28-Jun-85	785
35	20177	34264		18-Sep-87	N62467-84-C-7239	Perf					P-3 Complex	unspec	08-May-85	850

1988						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
1	21044	30760		25-Jul-83	N62470-79-C-9008	SC					Oil Spill Facilities	922,229	22-Sep-80	1023
2	20441	30359	31261	22-Jul-87	N62470-81-C-1286	Pay	Mod	SC			Taxiway	4,720,255	09-Dec-83	1303
3	20223	34199		30-Sep-87	N62470-80-C-0105	D	Pric				Anerobic Digester	279,805	30-Sep-81	2160
4	20248	33049	33050	14-Oct-87	N62745-82-C-0034	IC	D				Replace Utilities	8,762,873	30-Jun-83	1544
5	20279	30459		23-Oct-87	N62477-79-C-0488	IC					Hospital Rehab	19,860,000	22-Jun-81	2281
6	20282	34714		23-Oct-87	N62467-81-C-1129	Mod					Drainage	96,800	14-Sep-83	1479
7	20379	30959		06-Nov-87	N62470-81-C-1069	IC					Renovate Base Housing	unspec	16-Sep-81	2210
8	20346	32288	32490	16-Nov-87	N62477-81-C-0484	Disp	FA	IC			Computer Bldg	3,350,000	15-Mar-84	1321
9	20355	34489		18-Nov-87	N62474-81-C-8557	IC	Pay				Control Facility	6,424,000	31-Mar-83	1668
10	20366	32417		23-Nov-87	N62470-84-C-4100	SC	D				Asphalt	968,000	13-Nov-84	1090
11	20348	31693		25-Nov-87	N62470-83-C-3127	D					Bldg Addition	436,000	17-Jun-83	1598
12	20378	30048		25-Nov-87	N62470-80-C-0480	Perf					High School	4,388,000	31-Aug-82	1885
13	20401	34909		03-Dec-87	N62470-83-C-3145	War					Runway Repairs	1,731,230	19-Dec-84	1064
14	20400	33296		04-Dec-87	N62467-84-C-4255	Q					Concrete Bldg	441,198	12-Jul-85	862
15	20429	31161	31179	09-Dec-87	N62477-83-C-0014	Pric	Q				Greenhouse	52,963	19-Sep-83	1520
16	20486	35003		15-Jan-88	N62474-83-C-2220	Perf	War	D			Cold Storage Warehouse	unspec	11-Dec-84	1114
17	20543	31817		20-Jan-88	N62472-84-C-0001	Def					Utilities/Asphalt	752,000	08-Feb-84	1422
18	20549	34548		27-Jan-88	N62467-81-C-1152	Proced					Rotary Wing Maint Fac	3,252,000	04-Mar-86	683
19	20556	34947		27-Jan-88	N62472-83-C-0264	SC					Quay Wall	3,789,495	08-Mar-85	1039
20	20537	32856		03-Feb-88	N62474-84-C-4029	IC					Asphalt	2,066,495	20-Mar-85	1033
21	20579	34853		08-Feb-88	N62467-84-C-0351	Q					Bath House	241,941	11-Sep-85	867
22	22606	31990		12-Feb-88	N62467-84-C-0927	SC					Base Housing Reno	8,500,000	28-Sep-84	1214
23	20616	32536	et al	16-Feb-88	N62470-81-C-1562	SC					Bldg Repair	523,836	17-Jun-83	1679
24	20614	32449		18-Feb-88	N62474-84-C-1760	Pric	Proced	SC			Bldg Repair	236,666	24-Sep-84	1224
25	20560	31864		19-Feb-88	N62472-81-C-8885	Proced					BEQ	unspec	29-Nov-83	1520
26	20613	28504		21-Feb-88	N62477-81-C-0172	IC					Roofing	94,429	13-Mar-81	2498
27	20610	32068		23-Feb-88	N62474-80-C-9443	Disp					Runway Apron	4,320,000	30-Sep-82	1943
28	20645	35772		29-Feb-88	N62470-81-C-1478	Mod					Sewer Repair	1,941,962	24-Feb-84	1445
29	20648	35809		01-Mar-88	N62470-84-C-3105	SC	IC	Mod	D		Dust Collection System	485,000	03-Dec-85	808
30	20729	32957	34723	23-Mar-88	N62467-81-C-0997	Perf	IC	Mod			Air Cond Tower	1,055,000	04-Mar-83	1819
31	20728	35705		24-Mar-88	N62470-83-C-3108	IC					Communication Facility	298,123	14-Sep-85	910
32	20742	35330		07-Apr-88	N62470-86-C-8075	D					Fire Suppression System	10,350	27-Aug-86	580
33	20741	30250	et al	11-Apr-88	N62467-82-C-2441	IC	SC	Mist	Perf	RA	Repair Hangars	2,235,071	30-Sep-82	1991
34	20750	29391	30207	12-Apr-88	N62472-81-C-4858	IC	Q	Perf	D	LD	Bldg Alterations	357,500	14-May-82	2128
35	20872	35558		12-Apr-88	N62470-83-C-3035	Tax					Jet Engine Test Facility	8,746,105	26-Aug-85	946

1988						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
36	20751	35900		14-Apr-88	N62474-84-C-5069	IC	Proced				Auto Shop	1,311,963	26-Sep-86	558
37	20747	34279		15-Apr-88	N62467-85-C-1579	Perf	Mod	Q			HVAC System	24,874	13-Oct-85	902
38	20862	35916		12-May-88	N62474-85-C-7435	D	Mod				Windows	1,119,000	13-Sep-85	959
39	20873	35752		13-May-88	N62470-84-C-4081	Tax					Aircraft Maintenance Fac	7,961,450	30-Sep-86	583
40	20924	35897		31-May-88	N62474-82-C-0770	LD	IC				Hydrant Station	299,992	24-Feb-84	1537
41	20934	35960		31-May-88	N62467-83-C-0811	Mod	D				Bldg Repair	unspec	30-Sep-85	960
42	20911	35956	36161	08-Jun-88	N62474-86-C-4455	D	LD				Computer Room	90,858	14-Aug-86	654
43	20919	31864		09-Jun-88	N62472-81-C-8885	Mod					BEQ	unspec	29-Nov-83	1630
44	21009	27793		15-Jun-88	N62474-79-C-5549	Q	IC				Haz Waste Facility	2,951,800	31-Mar-81	2595
45	20977	31911		20-Jun-88	N62474-80-C-9362	VE					Torpedo Shop	7,200,000	08-Mar-82	2262
46	20992	34538		29-Jun-88	N62467-81-C-1152	IC					Rotary Wing Facility	3,250,000	28-Jan-86	871
47	20995	35690		30-Jun-88	N62477-85-C-0150	IC					Extend Fishing Pier	107,601	14-Aug-86	676
48	20996	35704		30-Jun-88	N62470-85-C-5133	D					Roofing	159,886	13-Sep-85	1007
49	20997	31994		05-Jul-88	N62470-80-C-0131	IC					Plating Shop	unspec	30-Sep-82	2075
50	21051	30140		21-Jul-88	N62467-82-C-0347	IC					Electrical	416,000	05-Apr-83	1906
51	21133	34010		27-Jul-88	N62474-82-C-0120	IC					Test Facility	989,632	14-Mar-84	1573
52	21106	32051		05-Aug-88	N62477-83-C-4099	Def					Roofing	179,550	09-Nov-84	1346
53	21007	32301		07-Aug-88	N62472-84-C-4485	D					Haz Waste Facility	45,000	15-Apr-85	1192
54	21172	33250		30-Aug-88	N62427-84-C-0017	Mist					Mechanical	974,250	16-Sep-85	1064
55	20490	30969	31953		N62470-83-C-3127	RA					Warehouse	355,000	16-May-83	

1989						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	I.span
1	21201	33792		14-Sep-88	N68248-82-C-2019	IC					Maintenance Bldg	12,156,000	12-Dec-84	1352
2	21204	36709		16-Sep-88	N62470-87-C-5005	IC					Roofing	229,318	02-Jun-87	464
3	21246	36341		29-Sep-88	N62766-83-C-0445	D					Utility Const	799,557	05-Feb-86	954
4	21263	36271		30-Sep-88	N62472-84-C-3347	Mod	D				Elevator Install	159,444	16-Jun-87	464
5	21265	31577		30-Sep-88	N68248-80-C-3007	IC					Thremal Plant	13,195,000	24-May-82	2286
6	21337	34311		11-Oct-88	N62470-84-C-3179	IC					Upgrade Electrical Substation	277,227	13-May-85	1228
7	21335	36180		12-Oct-88	N62472-85-C-4724	Disp					Roofing	unspec	26-Jul-85	1156
8	21313	29844		19-Oct-88	N62474-82-C-0191	Proced					Roofing	unspec	29-Sep-83	1820
9	21330	37115		27-Oct-88	N62464-85-C-5738	IC					Const Brig	16,849,000	29-Jun-87	478
10	21331	33750		28-Oct-88	N62474-83-C-6816	Mod					Window Placement	429,620	05-Dec-83	1763
11	21479	36247		02-Nov-88	N62467-84-C-0020	Mod					Maintenance Facility	1,400,000	28-Feb-86	962
12	21488	30266		03-Nov-88	N62472-81-C-0426	D					Bldg Rehab	1,639,381	29-Sep-81	2554
13	21407	36647		09-Nov-88	N62467-84-C-0071	IC	Sub				Electrical	358,235	10-Jul-87	479
14	21461	31853		09-Nov-88	N62474-80-C-9443	IC					Construct Runway Apron	4,320,000	30-Sep-82	2199
15	21467	37013		18-Nov-88	N62474-85-C-5484	Mod					Mechanical	698,000	24-Sep-86	774
16	21426	36901		28-Nov-88	N62472-86-C-0024	SC					HVAC Install	1,746,000	27-Mar-87	601
17	21441	37028		02-Dec-88	N62467-84-C-1002	Perf					Warehouse	12,957,000	20-Feb-87	642
18	21427	30724		09-Dec-88	N62477-81-C-0274	Bid					Support Bldgs	5,475,991	11-Mar-83	2068
19	21523	37332		16-Dec-88	N62470-84-C-4394	IC					Helo Hangar	6,310,906	24-Sep-86	802
20	21608	37078		04-Jan-89	N62477-85-C-0240	IC					Design/Construct Hyperbaric	unspec	25-Oct-85	1149
21	21604	37321		05-Jan-89	N62472-84-C-3347	Pric					Replace Elevator	159,444	16-Jun-87	559
22	21609	36618		06-Jan-89	N62472-84-C-0009	IC					Const Bldg	2,625,000		
23	21601	37286		12-Jan-89	N62467-83-C-0226	IC					Maintenance Shop	unspec	30-Apr-85	1332
24	21603	37510		13-Jan-89	N62474-87-C-5064	Disp	Perf	Mod			Replace Catwalks	19,434	22-Sep-87	471
25	21612	35327		13-Jan-89	N62467-82-C-0291	D					Gym Addition	1,798,000	29-Mar-85	1364
26	21590	35868		18-Jan-89	N62470-83-C-3281	Disp	Proced				Haz Waste Facility	629,709	27-Jun-86	921
27	21586	32140		26-Jan-89	N62474-82-C-0418	Mod	Prop	SC	Perf	Def	Child Care Center	861,820	13-Sep-84	1573
28	21575	34691		27-Jan-89	N62474-82-C-0372	Pric	D				Fencing	337,271	30-Sep-86	837
29	21589	34631		30-Jan-89	N62474-82-C-0452	IC					Warehouse	5,424,000	31-Dec-84	1470
30	21695	32450		16-Feb-89	N62474-80-C-9198	Q					Jet Engine Test Cell	2,444,000	26-Jul-82	2360
31	21725	31862		21-Feb-89	N62470-81-C-5166	Pric					Water Treatment Plant	unspec	04-Jun-82	2417
32	21730	37894		22-Feb-89	N62467-85-C-0680	Time					Roofing	unspec	30-Sep-86	862
33	21866	31660		23-Mar-89	N62470-80-C-0242	LD					Tower BEQ	4,779,637	04-Jun-82	2449
34	21807	31135	et al	28-Mar-89	N62475-82-C-0012	IC					Facility and Utilities	27,202,742	15-Jul-82	2413

1989						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
35	21853	37488		30-Mar-89	N62472-87-C-3621	D					Repair Misc. Bldg	unspec		
36	21836	34851		31-Mar-89	N62467-85-C-4099	SC					Drainage	430,000	13-Sep-85	1278
37	21871	35791		06-Apr-89	N62474-81-C-8557	Pric	Mod				Satelite Facility	6,424,000	31-Mar-83	2166
38	21800	34672		10-Apr-89	N62470-81-C-1474	SC					Plating Shop	11,038,530	19-Sep-84	1641
39	21958	35068		19-Apr-89	N62472-84-C-1982	Perf	Q				Electrical Duct Bank	148,700	26-Jun-85	1373
40	21929	31354		25-Apr-89	N62467-80-C-0781	IC					Const Bldg	6,412,051		
41	21975	36295		10-May-89	N62474-86-C-8296	Mist	IC				Electrical Distribution	291,000	20-Jun-86	1040
42	21971	37701		12-May-89	N62474-86-C-0429	Mod					Electrical Distribution	13,449,600	30-Sep-86	942
43	22024	32448	32835	23-May-89	N62474-78-C-0085	IC					Rocket Facility	unspec	28-Mar-83	2215
44	22028	37949		25-May-89	N62470-84-C-4217	Pay	Pric				Renovate Hospital	unspec	25-Sep-85	1320
45	21991	37398		26-May-89	N62474-84-C-4729	Proced					BEQ	1,394,000	21-Aug-86	995
46	22023	35823		07-Jun-89	N62474-85-C-7073	D	LD				Bathrooms	21,500	11-Sep-85	1346
47	22094	34056		16-Jun-89	N62462-83-C-4920	D					Electrical Distribution	218,000	25-Mar-83	2241
48	22124	38099		19-Jun-89	N62470-88-C-3350	IC					Bldg Repairs	812,487	23-Jun-88	356
49	22128	29846	35078	20-Jun-89	N62472-82-C-2409	IC	Perf	Def			Child Care Center	unspec	24-Nov-82	2366
50	22126	32047		28-Jun-89	N62474-83-C-2606	D	Proced	Q	Perf	Mod	Street Repairs	636,000	30-Sep-83	2068
51	22241	38138		29-Jun-89	N62477-86-C-1519	Accept					Bldg Reno	unspec	30-Sep-86	989
52	22149	33839		30-Jun-89	N62470-81-C-1345	War					Steam Distribution	4,943,000	15-Jul-82	2505
53	22247	37713		07-Jul-89	N62467-87-C-2816	D					Bldg Addition	82,238	15-Jun-87	742
54	22245	37816		25-Jul-89	N62474-85-C-5736	Perf					Drainage	248,350	23-Feb-87	872
55	22234	38477		28-Aug-89	N62467-86-C-0102	IC					Warehouse	881,914	04-Feb-88	564
56	22235	38447		28-Aug-89	N62470-83-C-3132	IC					Ord. Bldg Addition	1,781,000	12-Aug-87	736

1990						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
1	22534	34719		29-Jun-88	N62474-83-C-2095	SC					Const Base Housing	8,900,000	11-Sep-84	1368
2	22443	37095		12-Jul-89	N62467-86-C-8707	Disp					Bldg. Addition	150,888	21-Aug-87	681
3	22263	35368		21-Jul-89	N62474-81-C-8852	IC					Test Lab	12,950	11-Jun-85	1480
4	22266	34794		23-Aug-89	N62472-86-C-0299	Bond					BEQ	unspec	08-Mar-85	1605
5	22267	34393	34394	28-Aug-89	N62745-85-C-0002	Disp	Mod				Comm Site Repairs	752,307	30-Sep-85	1408
6	22269	33094		31-Aug-89	N62474-82-C-0234	IC					Const Misc Bldg	8,571,224	12-Sep-84	1789
7	22311	35533	35748	05-Sep-89	N62474-84-C-2801	Def	Q				Bldg. Addition	87,822	13-Sep-85	1432
8	22314	38132		13-Sep-89	N62477-86-C-1701	IC					Structural/Electrical Rpr	unspec	30-Oct-87	673
9	22362	33004		29-Sep-89	N62477-79-C-0422	Mod					Hospital Rehab	19,860,000	22-Jun-81	2977
10	22382	38553		17-Oct-89	N62477-84-C-0314	IC					Elementary School	3,292,000	29-Feb-88	587
11	22419	38435		25-Oct-89	N62474-86-C-8461	Perf					PEB	125,034	05-Aug-86	1160
12	22422	35846		31-Oct-89	N62474-81-C-8380	IC					Const Bldg	1,951,500	30-Jun-83	2280
13	22482	38745		07-Nov-89	N62474-87-C-7664	D					Steam Lines	unspec	11-Sep-87	776
14	22574	37173		15-Dec-89	N62474-84-C-2737	IC					Repair Base Housing	2,961,790	12-Mar-87	993
15	22591	39150		29-Dec-89	N62470-85-C-5185	IC					Repair Galley	222,850	21-Sep-87	818
16	22595	38555		04-Jan-90	N62474-81-C-8895	Disp					Data Facility	unspec	01-Sep-85	1563
17	22624	33330		09-Jan-90	N62467-85-C-9052	IC					Base Housing Repairs	275,860	06-Sep-85	1563
18	22599	39017		16-Jan-90	N62474-84-C-4248	IC					Base Housing	10,720,315	27-Sep-86	1189
19	22614	39050		16-Jan-90	N62472-86-C-0441	IC					Structural Repairs	931,000	20-Apr-88	626
20	22655	36614		23-Jan-90	N62467-85-C-0576	IC					Base Housing Repairs	2,811,000	05-Jan-87	1098
21	22691	37875		12-Feb-90	N62470-83-C-3489	Disp					Aircraft Refueling System	1,226,685	15-Sep-84	1947
22	22717	36755		13-Feb-90	N62474-78-C-0085	Sub	IC				Bldg. Const	8,686,000	28-Mar-83	2475
23	22715	37147		20-Feb-90	N62478-86-C-6030	Mist					Electrical	2,586,972	30-Sep-86	1220
24	22720	36099		20-Feb-90	N62472-83-C-0118	IC					Warehouse Reno	unspec	28-Sep-84	1942
25	22721	35689		20-Feb-90	N62470-84-C-4049	IC					BEQ	9,999,505	15-Sep-84	1955
26	22779	34425		19-Mar-90	N62474-83-C-5097	IC					Repair Base Housing	4,207,000	30-Sep-84	1969
27	22846	33555	et al	23-Mar-90	N62474-82-C-0441	Q	D	IC	Perf		Laboratory	4,494,000	30-Dec-83	2243
28	22784	37205	37333	27-Mar-90	N68248-84-C-4113	D					Interior Refit (Industrial)	7,399,000	28-Feb-86	1467
29	22788	34102	36540	28-Mar-90	N68248-88-C-3137	IC					Missile Magazine	7,172,000	30-Jan-86	1498
30	22891	35295		29-Mar-90	N62475-84-C-0128	D	Pric				Const Warehouse	4,906,722	16-Dec-83	2263
31	22832	39205		06-Apr-90	N62467-81-C-0444	IC					Electrical Dist System	5,282,000	14-Sep-85	1642
32	22835	37707		09-Apr-90	N62472-86-C-0022	D					Const Navy Lodge	3,696,000	22-Jul-86	1337
33	22941	36559		26-Apr-90	N62474-86-C-5213	IC	Perf				Paving	988,987	18-Sep-86	1298
34	22940	31956		30-Apr-90	N62470-83-C-3091	IC					Repair Warehouse	unspec	28-Sep-84	2012

1990						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
35	22952	38784		03-May-90	N62467-87-C-0060	Def					Relocate Comm Ctr	unspec	14-Mar-88	769
36	23003	34337		31-May-90	N62766-81-C-0212	Q	Perf	IC	Mod	D	Utility Work	1,048,743	29-Sep-83	2402
37	23014	39286		31-May-90	N62474-88-C-3362	Perf					Underwater Systems	955,925	01-Apr-89	420
38	23012	39685		05-Jun-90	N62474-84-C-4647	Labor					Misc Construction	unspec	28-Feb-86	1535
39	23074	36651		18-Jun-90	N68248-81-C-3021	IC					Trident Facility	40,000,000		
40	23075	36310		18-Jun-90	N68248-81-C-3021	Perf	IC	Sub			Trident Facility	40,000,000		
41	23076	36303		18-Jun-90	N68248-81-C-3021	Perf	IC	Q			Trident Facility	40,000,000		
42	23077	36300		18-Jun-90	N68248-81-C-3021	Disp	IC	Mod			Trident Facility	40,000,000		
43	23078	35472		26-Jun-90	N62474-82-C-0139	Mod					Elevated Causeway	564,100	11-Apr-83	2595
44	23097	30331		29-Jun-90	N62467-82-C-2838	Mod	Perf				Repair Docks and Util	982,635	13-Sep-82	2806
45	23225	34782		03-Jul-90	N62467-83-C-0827	IC					BEQ Reno	8,721,205	26-Aug-86	1387
46	23116	34783		06-Jul-90	N62467-83-C-0827	Perf	D				BEQ Alterations	8,721,205	26-Aug-86	1390
47	23143	40097		10-Jul-90	N68248-85-C-5038	IC					Warehouse Improvement	5,176,000	26-Feb-88	854
48	23153	35672		16-Jul-90	N62474-82-C-3167	D	Mod	Pric			Mooring Float Repair	633,600	21-Sep-82	2815
49	23214	40443		19-Jul-90	N62470-87-C-7124	Proced					Pier	372,000	07-Nov-88	612
50	23171	37880		20-Jul-90	N62467-85-C-0048	Sub					Bldg Constr	8,497,000	29-Aug-85	1761
51	23216	40263		25-Jul-90	N62470-85-C-5152	IC	Q				Expand Commissary	4,127,892	30-Sep-87	1015
52	23192	40146		30-Jul-90	N62472-84-C-0533	IC	Mod	Perf	D		Hangar	7,190,000	08-Jul-87	1102
53	23195	40102		01-Aug-90	N68248-85-C-5029	IC					BEQ	7,392,000	07-Mar-88	864
54	23259	36912		24-Aug-90	N62467-82-C-0326	IC	Q				BEQ	9,559,700	07-Dec-84	2057

1991						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
1	23296	39354		28-Aug-90	N62467-88-C-4325	IC					Obstacle Course	316,675	21-Jul-88	757
2	23300	32425		30-Aug-90	N62467-83-C-0046	Def					Const Plaza	169,468	24-Jun-88	786
3	23312	40327		04-Sep-90	N62467-83-C-2447	Disp					Electrical Distribution	unspec	01-Nov-84	2103
4	23314	39983		07-Sep-90	N68711-85-C-5791	Disp					Const Pier	28,672,364	01-Feb-88	936
5	23376	36136		21-Sep-90	N62470-84-C-4081	Mod	Def				Hangar	7,961,450	30-Sep-86	1431
6	23436	38922		26-Sep-90	N62474-82-C-0384	LD					Parachute Shop	1,549,000	13-Nov-85	1753
7	23434	41206		11-Oct-90	N62474--87-C-2461	Time					Site Prep	97,988	23-Feb-88	948
8	23495	36498		31-Oct-90	N62470-82-C-2270	IC					Steel/Masonry Bldg	2,374,000	07-Apr-86	1644
9	23518	29910		31-Oct-90	N62467-80-C-0070	IC	Sub	Perf			Haz Matl Storage	unspec	01-Jan-82	3180
10	23649	39120	39121	17-Dec-90	N62474-83-C-2060	FA					Wpns Facility	unspec	31-Dec-86	1427
11	23643	40481	41125	20-Dec-90	N62470-84-C-4273	War					Electrical	3,409,329	01-Sep-86	1549
12	23654	36532		21-Dec-90	N62474-84-C-4264	IC					Haz Waste Bldg	1,520,000	20-Jan-87	1411
13	23726	37543	et al	08-Jan-91	N68248-83-C-3187	IC	SC	D	Perf	Pay	Waterfront Facility	32,315,739	21-Nov-84	2207
14	23720	37677		14-Jan-91	N62472-86-C-2835	Disp	Perf				Roofing	67,000	12-Sep-86	1562
15	23721	37641		15-Jan-91	N62467-83-C-0251	IC					Maint. Hangar	8,634,000	03-Feb-86	1782
16	23719	37874		25-Jan-91	N62864-86-C-4066	Pay					POL Tanks	unspec	19-Aug-86	1596
17	23755	34890		30-Jan-91	N62467-80-C-0070	Perf					Haz Matl Storage	unspec	01-Jan-82	3269
18	23778	36706		15-Feb-91	N62474-81-C-6241	Disp	D				Repair Gas Plant	369,752	19-Mar-81	3566
19	23785	37394		21-Feb-91	N62472-86-C-5136	IC					Runway Guide System	68,664	30-Sep-86	1581
20	23781	31627		25-Feb-91	N62467-80-C-0781	Disp	D	Perf			Recruit Processing Ctr	6,412,051	28-Feb-83	2875
21	23810	37297		28-Feb-91	N62474-81-C-8799	IC					Hospital	106,145,770	15-Jun-83	2773
22	23906	41881		27-Mar-91	N62467-87-C-0006	Disp					Pier Repairs	unspec	31-May-89	657
23	23919	40998	41508	27-Mar-91	N62472-85-C-0018	Disp					SIMA Const	unspec	22-Sep-87	1265
24	23915	41581		15-Apr-91	N62470-85-C-5321	IC	Pric				Const Bldg	unspec	30-Jun-88	1005
25	23918	41150		16-Apr-91	N62470-88-C-6290	Mod					Roofing	433,950	22-May-89	684
26	23945	42836		22-Apr-91	N62474-82-C-0770	LD					Remove Fuel Station	299,992	24-Feb-84	2578
27	23950	41538		22-Apr-91	N62467-87-C-9017	Disp					Hangar Doors	unspec	02-Sep-87	1310
28	23984	40743		26-Apr-91	N62467-86-C-0602	LD					Bldg Addition	unspec	24-Feb-88	1142
29	23989	32612		26-Apr-91	N62474-77-C-2653	Pric	IC				Branch Medical Clinic	8,352,687	05-Jul-83	2811
30	23990	30943	et al	29-Apr-91	N62474-81-C-8909	SC	D	Mod	Perf		Missile Support Fac	6,843,700	29-Dec-83	2640
31	24014	30432	32151	29-Apr-91	N62467-80-C-0070	IC					Haz Matl Storage	unspec	01-Jan-82	3358
32	23986	37226	37239	30-Apr-91	N62472-84-C-5134	IC					Roofing	138,000	30-Sep-85	2010
33	24048	38186	et al	09-May-91	N62467-83-C-0499	Policy					Electrical Switch Station	1,287,847	17-Jan-86	1912
34	24050	35907		23-May-91	N62864-83-C-0201	Def					Pier Repair	unspec	14-Sep-84	2409
35	24036	41839		28-May-91	N62470-84-C-4094	IC					Communications Bldg	unspec	13-Aug-86	1725

1991						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
36	24104	38436		19-Jun-91	N62474-86-C-0146	IC					Const Magazines	unspec		
37	24176	37962		08-Jul-91	N62470-82-C-2163	IC					LCAC Facility	15,077,000	24-Jun-85	2174
38	24218	41006		17-Jul-91	N62467-87-C-0009	Mist					Field Station	2,677,516	01-Jan-90	556
39	24232	40812		23-Jul-91	N62474-86-C-0391	Mod					A/E Services	106,188	17-Sep-87	1386
40	24238	39535	39536	26-Jul-91	N62474-87-C-0102	Perf	LD				PEB	159,911	10-Jun-87	1486
41	24245	36893		26-Jul-91	N62474-81-C-8829	SC	D	Disp			Misc. Const	7,174,231	27-Jun-84	2549
42	24282	42644		06-Aug-91	N62467-88-C-2743	Disp					Electrical	82,000	29-Sep-89	667
43	24296	38407		12-Aug-91	N62467-87-C-4346	Perf	Disp				Mechanical	264,240	15-Oct-87	1377
44	24304	22883		13-Aug-91	N62474-75-C-6276	Perf	Q				Hospital	23,737,000	04-Jun-76	5469
45	24317	23408		16-Aug-91	N62474-75-C-6276	IC					Hospital	23,737,000	04-Jun-76	5472
46	24346	42700		30-Aug-91	N62467-89-C-0479	IC	Perf				Laboratory	821,498	26-Apr-90	484

1992						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
1	24377	38827		09-Sep-91	N68248-81-C-3020	Disp					Misc Const	93,305,660	15-Jan-86	2034
2	24420	23523		11-Sep-91	N62474-75-C-6276	IC					Hospital	23,737,000	04-Jun-76	5497
3	24418	37611		13-Sep-91	N62474-85-C-5129	Disp	IC				Masonry Bldgs	unspec	31-Mar-87	1603
4	24404	42570		17-Sep-91	N62470-89-C-7505	Risk					Fuel Line	1,617,277	13-Jun-90	454
5	24469	34322		18-Sep-91	N62474-82-C-6405	D	Mod				Electrical	60,000	26-Jan-83	3112
6	24433	38355		25-Sep-91	N62471-85-C-1332	IC					Const Bldg	8,330,000	30-Jan-87	1675
7	24432	42538		27-Sep-91	N62470-89-C-3780	SC					Mechanical	89,750	26-Sep-89	721
8	24427	42954		01-Oct-91	N62470-85-C-5215	Procd					Const Steel Bldg	7,741,235	14-Aug-89	767
9	24451	42644		04-Oct-91	N62467-88-C-2743	D	Perf				Electrical Work	82,000	29-Sep-89	725
10	24484	42791		08-Oct-91	N62470-88-C-6036	IC					Repair BEQ	1,954,000	14-Sep-90	384
11	24495	23897		11-Oct-91	N62474-75-C-6276	IC					Hospital	23,737,000	04-Jun-76	5527
12	24563	42954		14-Nov-91	N62470-85-C-5215	Policy					Steel Bldg	7,741,235	14-Aug-89	810
13	24603	43066		15-Nov-91	N62471-86-C-2508	Disp					8 " Water Line	237,888	15-Sep-88	1140
14	24606	41724		22-Nov-91	N62467-86-C-2587	Perf	IC				Modify Computer Room	117,777	24-Sep-86	1858
15	24637	42108		27-Nov-91	N62467-87-C-0006	Sub	IC				Pier Repair	13,417,798	31-May-89	897
16	24613	36801		29-Nov-91	N62474-83-C-2120	Disp					Shop Repair	unspec	27-Sep-85	2222
17	24665	24469		16-Dec-91	N62474-75-C-6276	Perf					Hospital	23,737,000	04-Jun-76	5592
18	24683	42860		31-Dec-91	N62474-85-C-5129	Labor					Const BEQ	unspec	13-Mar-87	1728
19	24692	38438		07-Jan-92	N62470-81-C-1694	Proced	Perf	Mod	LD	D	Const Bldg	6,737,881	30-Jan-84	2857
20	24758	24687		17-Jan-92	N62474-75-C-6276	IC					Hospital	23,737,000	04-Jun-76	5623
21	24754	40160		24-Jan-92	N62472-83-C-0305	D					Const FSC	669,787	11-Jun-86	2023
22	24792	40002		31-Jan-92	N62467-86-C-0066	IC					Torpedo Facility	2,932,684	09-May-89	982
23	24795	36292		31-Jan-92	N62474-78-C-0085	Disp					Wash Facility	unspec	28-Mar-83	3183
24	24813	39593		06-Feb-92	N62474-83-C-2739	Mod					Base Housing Reno	541,105	12-Aug-87	1614
25	24819	24577		06-Feb-92	N62474-75-C-6276	IC					Hospital	23,737,000	04-Jun-76	5642
26	24818	24719		18-Feb-92	N62474-75-C-6276	IC					Hospital	23,737,000	04-Jun-76	5654
27	24832	43615		24-Feb-92	N62467-86-C-0427	LD					BEQ Const	unspec	06-Mar-89	1068
28	24870	40151	et al	24-Feb-92	N62470-81-C-1345	IC	Pric	D			Mechanical	4,943,000	15-Jul-82	3459
29	24869	38974		27-Feb-92	N62472-82-C-0347	Perf					Eval Test Facility	9,258,000	11-Dec-84	2596
30	24867	40811		28-Feb-92	N62474-87-C-6906	Pric					Waste Oil Facility	444,000	30-Sep-88	1228
31	24915	42120		05-Mar-92	N62474-84-C-0927	Pric					Base Housing Reno	8,500,000	28-Sep-84	2677
32	24918	41683		09-Mar-92	N62472-85-C-1831	Perf	Mod				Demolition	unspec	16-Apr-86	2123
33	24916	41785		10-Mar-92	N62472-84-C-0533	IC					Hangar	7,489,832	28-Aug-89	912
34	24917	41691		16-Mar-92	N62474-86-C-0236	Risk					Arm Shop	1,300,000	28-Sep-88	1248
35	24979	37245		02-Apr-92	N62864-79-C-0019	Time	Warr				Flight Sim Bldg	1,237,153	07-Jul-81	3865

1992						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
36	24975	42949		08-Apr-92	N62472-90-C-3020	Disp	Def				Roofing	114,043	27-Sep-90	551
37	25021	43563		27-Apr-92	N62467-88-C-0644	Mod	Perf				Asbestos/Interior Reno	156,156	24-Sep-90	573
38	25031	37052	et al	27-Apr-92	N62467-82-C-0245	Disp	Pric				3-Story Bldg	4,894,000	30-Apr-84	2877
39	25051	41159		29-Apr-92	N62474-88-C-6696	Disp					Trailer Rec Park	185,300	29-Jan-88	1530
40	25053	39691		30-Apr-92	N62470-87-C-7107	TfC					High School	unspec	05-Aug-87	1705
41	25103	42707		22-May-92	N62470-89-C-3736	Mod					Sewage Lift Station	unspec	29-Sep-89	953
42	25166	24844		10-Jun-92	N62474-75-C-6276	Perf					Hospital	23,737,000	04-Jun-76	5766
43	25162	39310		19-Jun-92	N62472-85-C-0134	Perf					Bldg Addition	9,180,000	10-Jul-87	1779
44	25193	44269		26-Jun-92	N62477-84-C-0015	Disp					Research Lab	unspec		
45	0	43651	43653	29-Jun-92	N62467-89-C-7423	D					Misc Const	223,319	15-Sep-89	1004

1993						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
1	26072	43489		07-May-92	N62477-84-C-0114	Perf					Lab	5,128,072	07-Jul-89	1020
2	25228	32645		26-Jun-92	N62467-83-C-0071	Disp	Pric				Waterfront Repairs	584,170		
3	25224	37523		09-Jul-92	N62474-80-C-9794	IC					Medical Clinic	5,576,000	31-Jan-84	3039
4	25275	39983		15-Jul-92	N68711-85-C-5791	Disp					New Pier	28,672,364	01-Feb-88	1604
5	25270	41959		16-Jul-92	N62470-86-C-6358	Mod					5-Story Bldg	unspec	28-Apr-88	1518
6	25296	44864		27-Jul-92	N62474-75-C-6276	Mod					Hospital	23,737,000	04-Jun-76	5813
7	25297	44863		29-Jul-92	N62474-75-C-6276	IC					Hospital	23,737,000	04-Jun-76	5815
8	25306	41336		29-Jul-92	N62467-87-C-0338	D					Vehicle Maint. Bldg	262,420	09-Nov-88	1340
9	25298	44906		31-Jul-92	N62474-75-C-6276	IC					Hospital	23,737,000	04-Jun-76	5817
10	25325	43738		06-Aug-92	N62472-81-C-4849	D					Bolier Install	unspec		
11	25322	44941		11-Aug-92	N62474-75-C-6276	IC					Hospital	23,737,000	04-Jun-76	5827
12	25332	41771		11-Aug-92	N62470-84-C-4248	Disp					BEQ Repair	1,763,773	30-Sep-97	1849
13	25333	41074		11-Aug-92	N62474-83-C-2729	Bid					LCAC Facility	6,095,000	04-Aug-86	2167
14	25372	43347		19-Aug-92	N62472-84-C-0037	Disp					Mechanical	3,310,000	10-Jun-86	2229
15	25373	42616		19-Aug-92	N62470-83-C-3430	Disp					Base Housing Reno	unspec	01-Oct-87	1758
16	25370	43828		20-Aug-92	N62467-86-C-0066	IC					Torpedo Facility	2,932,684	09-May-89	1181
17	25374	41777		27-Aug-92	N62467-87-C-0281	Pay					BEQ Const	8,109,000	01-Oct-87	1766
18	25368	43973		31-Aug-92	N62467-90-C-0516	SC					Demo Structure	unspec	30-Nov-90	630
19	25399	40839		02-Sep-92	N62470-87-C-7123	SC					Special Boat Facility	6,440,190	15-Jun-89	1157
20	25395	43739	43803	03-Sep-92	N62467-86-C-0531	Risk	D	Disp	IC		Temp Lodging Facility	1,832,447	28-Aug-89	1085
21	25510	43281		20-Oct-92	N62471-83-C-1490	LD					Electrical	155,353	01-Aug-84	2959
22	25506	43849	44431	26-Oct-92	N62467-88-C-0039	Disp					Base Const	unspec	01-Aug-89	1165
23	25555	45228		30-Oct-92	N62474-75-C-6276	Perf					Hospital	23,737,000	04-Jun-76	5906
24	25557	44572	44664	09-Nov-92	N62470-87-C-7136	Sub					Weapons Training Fac	unspec		
25	25577	41295		20-Nov-92	N62470-87-C-4081	IC					Maintenance Hangar	7,961,450	30-Sep-86	2210
26	25699	43900	et al	18-Dec-92	N62470-86-C-9514	SC	D	IC	Perf	Accel	Bldg Reno	unspec	01-Sep-88	1547
27	25674	44783		24-Dec-92	N62477-88-C-0161	IC					Aircraft Lab	1,736,455	12-Jun-91	552
28	25680	40885		31-Dec-92	N62472-83-C-0022	Disp					Pier Ext	unspec	11-Dec-84	2900
29	26162	40421	40422	15-Jan-93	N62474-86-C-5085	D	SC	Perf			Electrical Dist	3,616,000	18-Nov-87	1857
30	25744	45523		26-Jan-93	N62474-75-C-6276	D					Hospital	23,737,000	04-Jun-76	5992
31	25797	44456	et al	28-Jan-93	N62467-85-C-0604	Mod	D	Q	Perf	IC	Brig	14,028,000	13-Jul-87	1995
32	26137	43613		28-Jan-93	N62477-86-C-0023	IC					Auto Trans Fac	5,757,510	01-Mar-89	1407
33	25793	42920		29-Jan-93	N62467-88-C-0646	Proced					N/MC Reserve Ctr	4,361,631	12-May-89	1337
34	25900	40684		11-Feb-93	N62474-85-C-5215	Perf					Bldg Const	736,000	03-Aug-88	1628
35	25897	39876		17-Feb-93	N62472-84-C-5837	D	LD				Masonry	unspec	30-Mar-87	2117

1993						Causes								
Case #	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
36	25864	41736		24-Feb-93	N62470-87-C-7123	IC					Boat Facility	6,433,781	15-Jun-89	1329
37	25865	42417		24-Feb-93	N62477-86-C-3082	D	SC	Perf	Mod		Cable/Trenching	455,780	15-Sep-86	2319
38	25870	44362		24-Feb-93	N62477-86-C-0109	Disp					Maint Complex	unspec	13-Apr-87	2111
39	25893	37551		26-Feb-93	N62477-81-C-0408	D	Perf	SC			Steam Distribution	4,249,494	17-Jun-83	3489
40	25899	43620		03-Mar-93	N62470-81-C-1403	Disp					Gitmo Constr	4,180,000	01-Jul-85	2762
41	25896	39670		05-Mar-93	N62472-89-C-1780	SC	D	Mod			Haz Waste Fac	181,000	30-Sep-86	2315
42	25923	39312		17-Mar-93	N62474-85-C-5740	Def					CECOS Bldg	6,535,000	28-Dec-88	1519
43	25970	45045		25-Mar-93	N68711-81-C-4228	IC					Galley	1,295,174	08-May-91	677
44	25973	43615		29-Mar-93	N62467-80-C-0427	LD					BEQ	2,052,135	06-Mar-89	1463
45	25972	43760		07-Apr-93	N62470-90-C-3367	Disp					Electrical Dist	2,500,000	13-Sep-90	924
46	26030	44362		14-Apr-93	N62477-86-C-0109	Mod					Support Complex	unspec	13-Apr-87	2161
47	26078	40560		07-May-93	N62474-86-C-0562	Proced					Auto Shop	3,239,600	23-Nov-88	1604
48	26131	44648		26-May-93	N62467-84-C-0665	LD					Base Hsg Reno	3,723,100	30-Jul-86	2456
49	26129	45270		27-May-93	N62467-88-C-0075	Pay					Lab	2,387,986	21-Apr-92	396
50	26181	45154		25-Jun-93	N62472-90-C-0022	Disp					Air Ground Equip Fac	unspec	01-Feb-90	1224
51	26185	43023		30-Jun-93	N62472-89-C-0027	IC					2-Story Bldg	1,632,424	01-Sep-89	1379
52	26179	45579		01-Jul-93	N62467-87-C-2872	SC					Fuel Spill Area	118,000	30-Sep-91	631
53	26245	41098		22-Jul-93	N62470-83-C-3281	Perf	Q				Haz Storage Fac	629,709	27-Jun-86	2545

1994							Causes								
Case #	Sample	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
1	54	26263	41706		30-Jul-93	N62470-86-C-6349	Q					BEQ Construction	unspec	27-Mar-89	1563
2	55	26260	44448		02-Aug-93	N62472-88-C-5527	D	IC				Renovate Office	258,000	22-May-89	1510
3	56	26335	44149		26-Aug-93	N62470-91-C-1015	IC					Site Work	20,900	11-Feb-91	915
4	57	26340	41539	42810	27-Aug-93	N62471-87-C-2457	Mod	Pric	D	LD	Disp	Bldg Reno	34,156	16-Oct-89	1391
5	58	26333	44394		30-Aug-93	N62477-83-C-4104	Q	Pric				Mechanical Const	unspec	17-Oct-84	3193
6	59	26337	43758		30-Aug-93	N62477-88-C-0154	IC					Flag Qtrs Renovation	1,194,650	02-Apr-90	1228
7	60	26351	42920		15-Sep-93	N62467-88-C-0646	Proced					Navy Reserve Ctr	4,361,631	12-May-89	1563
8	61	26380	41891		16-Sep-93	N62474-89-C-1175	Mist					Bldg Repair	1,370,000	14-Sep-89	1442
9	62	26369	45883		21-Sep-93	N62467-91-C-3433	IC	D				Bldg Repair	unspec	19-Jun-91	812
10	63	26434	40096	et al	30-Sep-93	N62467-83-C-0224	VE	Accel	Perf			Runway Repair	4,700,000	01-Apr-85	3059
11	64	26416	43680	et al	01-Oct-93	N68248-84-C-4113	Disp					Trident Refit Facility	7,399,000	28-Feb-86	2731
12	65	26407	45912		05-Oct-93	N62467-88-C-2743	LD					Electrical Distribution	82,000	29-Sep-89	1446
13	66	26459	45317	45454	26-Oct-93	N62470-86-C-6125	LD	Perf				Satelite Control Bldg	4,970,998	01-Jul-88	1915
14	67	26466	41023		27-Oct-93	N62467-84-C-5119	SC	Mod	Perf	D		Storm Drainage	516,275	29-Sep-87	2188
15	68	26464	42132		28-Oct-93	N62474-86-C-6527	SC	D				Fuel Lines	457,480	01-Jun-88	1947
16	69	26482	44095		08-Nov-93	N62474-84-C-4789	IC					Tank Gunnery Range	2,310,258	12-Feb-88	2066
17	70	26513	45965		12-Nov-93	N68711-88-C-4451	IC					Hangar Const	unspec	30-Sep-91	762
18	71	26514	45794		18-Nov-93	N62470-92-C-5922	Def					Air Traffic Control Facility	73,420	25-Sep-92	413
19	72	26522	46029	et al	22-Nov-93	N62472-85-C-0007	Mod	D	Disp	LD		Heating Plant	119,000	21-Mar-86	2761
20	73	26539	41235	42095	29-Nov-93	N62472-88-C-0301	IC					Electrical System	2,848,000	08-Dec-88	1791
21	74	26572	46157	46301	06-Dec-93	N62467-91-C-8686	SC	IC				Sewer System	490,000	12-May-92	564
22	75	26576	46085		09-Dec-93	N62470-92-C-8299	IC					Interior Work	30,301	13-Jul-92	506
23	76	26612	39372		04-Jan-94	N68248-84-C-4113	Q					Trident Refit Facility	7,399,000	28-Feb-86	2824
24	77	26636	45915		06-Jan-94	N62474-87-C-1300	LD	Perf				Flooring	236,444	30-Sep-91	816
25	78	26638	45369		10-Jan-94	N62477-82-C-0305	Mod					Electo Magnetic Lab	20,000,000	20-Feb-89	1760
26	79	26723	46388	et al	16-Feb-94	N62472-90-C-2029	Disp					Bridge Repair	616,800	01-Apr-91	1035
27	80	26726	37939		22-Feb-94	N62467-83-C-0456	D	Perf	Q	Mod	IC	BEQ Repair	1,764,000	30-Sep-85	3022
28	81	26841	41399	41403	31-Mar-94	N62470-89-C-7545	Pay					Electrical Transmission	479,000	29-Sep-89	1622
29	82	26830	46470		05-Apr-94	N62470-91-C-0090	IC					Bldg Reno	133,017	03-Sep-92	572
30	83	26872	23687	et al	07-Apr-94	N62474-75-C-6276	D					Hospital	23,737,000	04-Jun-76	6423
31	84	26868	46670		18-Apr-94	N62470-88-C-8195	IC					Roofing	unspec	22-Jul-91	986
32	85	26911	47475		26-Apr-94	N62474-75-C-6276						Hospital	23,737,000	04-Jun-76	6442
33	86	26913	45526		28-Apr-94	N62467-91-C-2581	Repr					Mechanical	23,850	15-Mar-91	1123
34	87	26934	46181	et al	16-May-94	N62470-90-C-4294	D	LD				Lift Station	349,239	27-Sep-90	1309
35	88	26958	45856		24-May-94	N62474-86-C-5085	TfC	Disp	Sub			Electrical Distribution	3,616,000	18-Nov-87	2346

1994							Causes								
Case #	Sample	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
36	89	26954	46682	46871	25-May-94	N62470-90-C-0200	SC	LD				Repair Fuel Tanks	387,131	06-Mar-92	799
37	90	26983	47633		14-Jun-94	N62474-75-C-6276	IC					Hospital	23,737,000	04-Jun-76	6490
38	91	27032	44375		27-Jun-94	N62470-85-C-5247	Accept					Bldg Reno	1,143,500	13-Sep-89	1724
39	92	27021	47028		13-Jul-94	N62467-87-C-0376	LD					Baseball Field	87,268	16-Dec-91	927
40	93	27042	47541		14-Jul-94	N62474-75-C-6276	Perf					Hospital	23,737,000	04-Jun-76	6520
41	94	27095	44845		03-Aug-94	N62474-84-C-4532	Disp					Hospital	150,000,000	23-May-85	3310
42	95	27084	47798		08-Aug-94	N62474-75-C-6276	IC					Hospital	23,737,000	04-Jun-76	6544
43	96	27087	47055		09-Aug-94	N62477-84-C-0285	Perf					Elementary School	unspec	04-Sep-92	695
44	97	27110	47364		19-Aug-94	N62477-90-C-0244	Perf					Explosives Bldg	unspec	01-Feb-92	918
45	98	27126	47134		25-Aug-94	N62471-93-C-1910	IC					Paving	unspec	14-Dec-92	611
46	99	27199	43680		19-Sep-94	N68248-84-C-4113	IC					Trident Refit Facility	7,399,000	28-Feb-86	3079
47	100	27247	46314		20-Oct-94	N62474-90-C-5046	LD	D				Mechanical	39,371	14-Apr-92	906

1995							Causes								
Case #	Sample	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	LI5	Contract Description	Award Amount	Award Date	l.span
1	101	27285	46540	39891	04-Nov-94	N68248-84-C-4113	Perf					Trident Refit Facility	7,399,000	28-Feb-86	3124
2	102	27299	46677		14-Nov-94	N62474-92-C-0383	D					Mechanical	unspec	25-Aug-92	799
3	103	27329	46143		30-Nov-94	N62467-90-C-0623	Q	Mod	D			Pier Demo/Constr	unspec	28-May-91	1262
4	104	27361	48153		05-Dec-94	N62474-75-C-6276	Perf					Hospital	23,737,000	04-Jun-76	6661
5	105	27360	48179		13-Dec-94	N62474-75-C-6276	Perf					Hospital	23,737,000	04-Jun-76	6669
6	106	27397	39318		21-Dec-94	N62475-84-C-0158	Disp					Base Housign Constr	unspec	27-Jun-85	3414
7	107	27415	48271		11-Jan-95	N62474-75-C-6276	Perf					Hospital	23,737,000	04-Jun-76	6697
8	108	27471	47853		07-Feb-95	N62467-88-C-0708	IC					Electrical Distribution	1,998,000	20-Sep-90	1577
9	109	27505	48331		09-Feb-95	N62474-75-C-6276	Perf	IC	Mod	Pric		Hospital	23,737,000	04-Jun-76	6725
10	110	27543	45521	et al	17-Feb-95	N62474-89-C-6077	Disp					Bldg Repair	361,472	25-Jan-90	1822
11	111	27544	43625		22-Feb-95	N62470-90-C-8263	D					Paving	169,962	18-Sep-90	1594
12	112	27542	45812		28-Feb-95	N62467-90-C-6215	Mod	D				Bowling Alley	170,000	30-Sep-91	1228
13	113	27563	46664		14-Mar-95	N62472-90-C-0424	Disp	D				Roofing	939,605	28-Sep-90	1606
14	114	27591	46920		16-Mar-95	N62470-89-C-9160	Q					Facility Modernization	5,799,544	27-Jan-92	1129
15	115	27581	48026		23-Mar-95	N62471-87-C-1401	Mod					Bldg Repair	unspec	08-Sep-88	2355
16	116	27615	42616		29-Mar-95	N62470-83-C-3430	Disp					Base Housing Repairs	3,343,044	15-Nov-85	3374
17	117	27617	39892		05-Apr-95	N68248-84-C-4113	Disp					Trident Refit Facility	7,399,000	28-Feb-86	3275
18	118	27637	48002		14-Apr-95	N68711-92-C-0747	Disp					Emergency Treatment Rm	unspec	29-Jun-92	1005
19	119	27718	44065		04-May-95	N62467-83-C-0034	Mod	Warr	Perf	D		BEQ	9,131,928	04-Apr-85	3630
20	120	27717	45457		19-May-95	N62766-89-C-2497	LD					Sewage Station	473,874	10-May-89	2169
21	121	27713	46218		22-May-95	N68711-87-C-7859	IC					Weapons Test Facility	7,487,028	26-Jul-91	1376
22	122	27750	42920		09-Jun-95	N62467-88-C-0646	Disp					Naval Reserve Center	4,361,631	01-May-89	2198
23	123	27769	47618		23-Jun-95	N62472-84-C-4744	Mist					Steam Lines	unspec	29-Mar-89	2244
24	124	27767	48247	48295	26-Jun-95	N68711-92-C-4077	Perf	D	LD			Repair Water Tower	unspec	23-Sep-92	993
25	125	27794	48172		05-Jul-95	N62467-92-C-0591	D					Water Tower	803,619	26-Apr-93	789
26	126	27807	41561		05-Jul-95	N62470-87-C-4301	Def					Windows and Doors	unspec	18-Sep-89	2087
27	127	27883	46935		29-Aug-95	N62477-85-C-0360	D					UPS System	845,789	20-Sep-90	1779
28	128	27920	44485	et al	31-Aug-95	N62864-85-C-0099	Mod	D	Perf	SC	Def	Runway	27,797,248	22-Sep-87	2859

1996							Causes							
Case #	Sample	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	Contract Description	Award Amount	Award Date	l.span
1	129	27951	44523	44524	15-Sep-95	N62472-86-C-0030	Mod				Utility Improvements	2,468,669	23-Aug-88	2542
2	130	28095	45929		14-Dec-95	N62467-86-C-0118	War				Roofing	3,988,858	30-Jun-88	2684
3	131	28089	47307	47308	15-Dec-95	N62467-92-C-4188	Bond				Child Care Center	276,000	30-Sep-93	795
4	132	28091	46247		27-Dec-95	N62477-90-C-1074	Accept	Q			Water Clarifiers	unspec		
5	133	28180	48799		13-Feb-96	N62472-92-C-3364	Risk	Allow			PEB	unspec	10-Aug-92	1263
6	134	28198	44525		16-Feb-96	N62477-90-C-0070	Disp	D	Pay		Bldg Alterations	unspec	30-Sep-92	1216
7	135	28197	48725		20-Feb-96	N62467-80-C-0099	Disp				Base Housing Reno	4,688,400	01-Aug-82	4879
8	136	28227	44259		04-Mar-96	N62470-87-C-7071	IC				2 PEB	29,089,039	08-Sep-89	2336
9	137	28229	45755		12-Mar-96	N62467-86-C-1582	SC				Crane Foundations	7,675,000	01-Jun-87	3161
10	138	28250	46012		15-Mar-96	N62477-90-C-3664	Def				Mechanical	329,425	06-Apr-92	1419
11	139	28246	48211		19-Mar-96	N68711-92-C-6351	Disp				Sewer System	3,072,000	30-Sep-92	1249
12	140	28280	48627		04-Apr-96	N62477-90-C-3067	Disp				Bldg. Construction	117,105	07-Jan-92	1527
13	141	28277	46303	et al	09-Apr-96	N62477-90-C-4825	Def	D	LD		Blast Chamber	262,997	31-Jul-90	2049
14	142	28295	43307	44387	16-Apr-96	N62472-83-C-1468	Perf	D	IC		Stiff Leg Derrick	3,359,300	14-Nov-84	4112
15	143	28289	48002		24-Apr-96	N68711-92-C-0747	D	Mod			Hospital Treatment Room	76,585	29-Jun-92	1375
16	144	28323	40454		25-Apr-96	N62472-87-C-4739	LD				Cooling Coils	207,000	02-Sep-87	3113
17	145	28320	48929	49172	30-Apr-96	N62474-80-C-9657	Disp				Misc. Construction	1,912,500	24-Sep-81	5256
18	146	28372	47988	et al	07-Jun-96	N68711-92-C-6414	Mod	SC			Roofing	3,943,099	30-Jul-92	1387
19	147	28392	49407		13-Jun-96	N62470-94-C-1902	FA				Line Smoke Detectors	95,960	01-Feb-95	492
20	148	28400	47309	et al	20-Jun-96	N62470-90-C-0043	Sub	Disp	Q	Perf	Multi-Story Bldg	unspec	25-Jul-88	2845
21	149	28423	48605		09-Jul-96	N62477-92-C-3513	Mist				Upgrade 2 Bldg	unspec	01-Sep-93	1028
22	150	28441	47773		19-Jul-96	N62467-89-C-4351	Perf	GFM	LD		Upgrade Football Field	459,244	08-Mar-91	1931
23	151	28463	47161		29-Jul-96	N62474-90-C-0422	LD				Bldg Modification	408,890	19-Apr-90	2260
24	152	28496	47941		08-Aug-96	N62474-90-C-1496	Q				Construct Bldg	unspec	01-Jul-91	1837
25	153	28562	47162		10-Sep-96	N62474-89-C-6090	Perf	Mod	IC	Pay	Construct Bldg	238,797	29-Jan-92	1661
26	154	28578	48468		18-Sep-96	N62471-91-C-1302	IC				Switch Gear/Generator	unspec	18-Aug-92	1470
27	155	28572	48159		19-Sep-96	N62477-91-C-1088	Disp				Range Improvements	154,800	20-Jul-94	779
28	156	28592	46135		02-Oct-96	N62472-88-C-3642	Mist				Electrical SubStation	145,000	27-Sep-94	725

1997							Causes							
Case #	Sample	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	Contract Description	Award Amount	Award Date	l.span
1	157	28659	49822	et al	15-Nov-91	N62470-84-C-4032	W	IC	Q	Mod	3 Story Bldg	6,302,954	31-Jul-87	1545
2	158	28921	48248		09-Oct-96	N62471-92-C-1368	Mod				UG Monitoring Wells	134,527	21-Sep-93	1098
3	159	28729	49702		30-Dec-96	N62467-93-C-1096	IC				Engr Service Ctr	26,542,000	16-Sep-94	824
4	160	28744	45902		14-Jan-97	N62477-89-C-0222	Disp				Interior Renovations	unspec	03-Nov-88	2951
5	161	28758	48818		16-Jan-97	N62472-92-C-6000	Disp				Demo Tank Farm	392,000	30-Sep-92	1546
6	162	28806	45205		14-Feb-97	N62474-89-C-2400	Mod	D	Q	IC	Boliers	77,400	18-Sep-89	2666
7	163	28807	50083		14-Feb-97	N62474-85-C-5492	Lab	Mod			Base Housing Const	41,223,000	15-Sep-89	2669
8	164	28819	41544		21-Feb-97	N62467-89-C-0178	Mod				Repair Taxi-Way	189,825	08-Mar-89	2863
9	165	28825	49752		25-Feb-97	N62477-92-C-0246	D				Library	unspec	26-Jul-94	929
10	166	28906	50382		31-Mar-97	N62472-93-C-8840	Disp	Pay			Bldg Repairs	396,174	02-May-94	1049
11	167	28889	48137		08-Apr-97	N62470-92-C-1133	Perf				Concrete and Paving	2,342,700	30-Sep-92	1628
12	168	28984	49180		07-May-97	N62472-92-C-6000	IC				Fuel Tank Farm	392,000	30-Sep-92	1657
13	169	29075	46332		29-May-97	N62864-86-C-0008	D				Aircraft Parking Apron	1,339,000	15-Mar-88	3314
14	170	29102	47937		03-Jul-97	N62467-87-C-0076	D	Mod			Base Housing Repairs	unspec	27-Jul-92	1776
15	171	29124	41508		21-Jul-97	N62472-85-C-0018	Disp				SIMA Facility	33,454,355		
16	172	29136	48528		22-Jul-97	N68711-90-C-0105	SC	Mod			Demo/Const Pier	unspec	01-Sep-92	1761
17	173	29166	48715	48716	25-Jul-97	N62467-88-C-0657	SC	IC			Special Forces Bldg	9,304,000	03-Jun-92	1852
18	174	29164	45600		29-Jul-97	N62472-90-C-1688	Mod	SC	Sub		Renovate Shower Rooms	205,645	30-Dec-91	2009
19	175	29191	48541		19-Aug-97	N62490-91-C-1174	IC				Misc Construction	unspec	30-Sep-93	1399
20	176	29264	47050		29-Sep-97	N62467-84-C-0517	Mist				BEQ Construction	7,187,000	18-Feb-93	1661
21	177	29281	48260		30-Sep-97	N68711-91-C-9313	D	IC	LD		Mechanical Construction	572,286	30-Sep-91	2160
22	178	29280	50615		09-Oct-97	N62467-91-C-0696	IC				Fire Station Addition	unspec	28-Sep-92	1811
23	179	29317	49512	50895	28-Oct-97	N62745-92-C-3106	D	LD	Disp		Repair BEQ	unspec	19-May-92	1959

1998							Causes							
Case #	Sample	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	Contract Description	Award Amount	Award Date	l.span
1	180	29346	48748		07-Nov-97	N62472-88-C-0004	SC	Mod			Demo/Constr Bldg	10,880,818	19-Sep-91	2208
2	181	29378	48159		07-Nov-97	N62477-91-C-1088	Disp				Rifle Range Const	154,800	25-May-94	1242
3	182	29468	50811		10-Dec-97	N62467-92-C-0739	Disp	Perf	Mod		UST	62,311	27-Sep-93	1513
4	183	29465	50812		15-Dec-97	N62467-91-C-0874	SC	Mod			UST	81,280	27-Sep-93	1518
5	184	29486	48933		29-Dec-97	N62472-93-C-5553	Mist				Office Renovation	unspec	24-Sep-93	1535
6	185	29501	41762		12-Jan-98	N62467-89-C-0178	IC	Perf	Mod	D	Runway Repair	189,825	08-Mar-89	3184
7	186	29545	49704		28-Jan-98	N62745-93-C-7906	IC				Roofing	unspec	30-Sep-93	1558
8	187	29564	44256		30-Jan-98	N62477-89-C-0078	LD	IC			Renovate Housing	unspec	30-Sep-97	120
9	188	29632	48745		16-Mar-98	N62467-89-C-0173	D				Clothing Issue Bldg	unspec	27-Apr-92	2119
10	189	29781	47779		13-May-98	N62467-85-C-0182	IC	Perf			Base Housing Reno	2,990,016	29-Sep-89	3104
11	190	29782	39605	39898	22-May-98	N68248-84-C-4113	D	LD			Trident Refit Facility	7,399,000	28-Feb-86	4402
12	191	29868	50861		26-Jun-98	N62471-92-C-1368	Pric				Monitoring Wells	134,527	21-Sep-93	1715
13	192	29888	51076		13-Jul-98	N68711-96-C-2241	IC	Perf			Ind. Hygiene Facility	1,217,705	19-Sep-96	654
14	193	29903	43929		16-Jul-98	N62474-84-C-4032	D	Pric			Base Housing Reno	397,010	23-Sep-88	3533
15	194	29952	42920		14-Aug-98	N62467-88-C-0646	Q	D	Def		Navy/Marine Reserve CTR	4,361,631	12-May-89	3332
16	195	30021	51262		18-Sep-98	N62467-94-C-2592	D				Wildlife Viewing CTR	173,602	01-Aug-96	767
17	196	30024	51407	51415	21-Sep-98	N62467-96-C-5117	D				UST	69,900	23-Sep-96	718
18	197	30063	51041		25-Sep-98	N62467-93-C-0883	D	Perf			7 Story Bldg	unspec	28-Sep-95	1077

1999							Causes							
Case #	Sample	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	Contract Description	Award Amount	Award Date	l.span
1	198	30253	51639		05-Feb-99	N62467-94-C-0083	Disp				Misc. Environmental Wk	unspec	12-Jul-95	1283
2	199	30327	49820		01-Apr-99	N62467-90-C-0861	D	Mod			Air Rescue Facility	2,225,833	16-Mar-93	2175
3	200	30340	51670		09-Apr-99	N62467-96-C-2032	Q	IC			Mechanical Construction	398,611	10-Sep-96	929
4	201	30349	51352		26-Apr-99	N62475-92-C-3106	Disp	D			BEQ Construction	unspec	19-May-92	2497
5	202	30391	46567		04-May-99	N62745-90-C-1149	Mod	Pay	D		Base Park	unspec	21-Dec-92	2293
6	203	30398	48782		20-May-99	N62470-89-C-9160	A				Modernize Facility	unspec	27-Jan-91	2993
7	204	30445	50460		28-Jun-99	N62470-89-C-2471	IC				Electrical Distribution	1,670,000	27-Sep-90	3151
8	205	30512	49509		28-Jul-99	N62474-93-C-2414	IC	Perf			Paint Facility Const	3,918,124	23-Dec-94	1655
9	206	30519	49014		06-Aug-99	N62477-93-C-0116	Perf				Officer Hsg Renovation	830,340	15-Sep-94	1761
10	207	30531	49270		20-Aug-99	N62470-87-C-7071	D				Plating Facility Const	29,089,039	08-Sep-89	3582

2000							Causes							
Case #	Sample	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	Contract Description	Award Amount	Award Date	l.span
1	208	30622	40515	43619	18-Oct-99	N62470-81-C-1403	D				Gym Construction	unspec	15-Jul-85	5133
2	209	30624	49604		19-Oct-99	N62477-90-C-0044	Disp				Bldg Demo/Asbestos	5,092,903	19-Jun-90	3360
3	210	30625	40516		20-Oct-99	N62470-84-C-4128	SC	D	Perf		Youth Center Const	1,120,050	28-Oct-86	4672
4	211	30697	50557	52282	15-Dec-99	N62467-93-C-4009	D				Electrical(Marine)	unspec	29-Oct-93	2206
5	212	30779	49561		11-Feb-00	N62467-94-C-9691	IC	Pric			UST	479,000	26-Sep-94	1935
6	213	30777	48882		16-Feb-00	N62472-84-C-4744	D	Perf	Mod		Steam/Mechanical	214,000	29-Mar-89	3917
7	214	30286	47498		29-Feb-00	N62472-90-C-5164	Perf	Mod	LD		Dredging	229,925	23-May-91	3156
8	215	30929	50288		16-May-00	N62474-82-C-0627	IC				Auto Shop	unspec	30-Sep-86	4906
9	216	30931	51453		16-May-00	N62472-96-C-3237	B				BOQ Renovation	786,175	01-Sep-96	1335
10	217	30981	52401		15-Jun-00	N62467-98-C-3128	D	A	VE	Disp	Electrical (Marine)	139,500	14-Sep-98	631
11	218	31021	51759		11-Jul-00	N68378-94-C-5830	B	Disp			Trash Encl/Fencing	2,116,109	01-Dec-92	2740
12	219	31022	44195		12-Jul-00	N62470-81-C-1177	D	Perf			Fuel Tank Facilities	unspec	01-Sep-85	5351
13	220	31098	49125		31-Aug-00	N62467-93-C-5682	SC	T			Runway Repairs	unspec	30-Sep-93	2490
14	221	31103	50083		11-Sep-00	N62474-85-C-5492	IC	Disp			Military Housing Const	17,584,000	01-Aug-89	4000
15	222	31119	51972	et al.	29-Sep-00	N62467-91-C-4119	D	SC	Perf	Mod	Building Construction	232,700	15-Sep-94	2174

2001							Causes							
Case #	Sample	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	Contract Description	Award Amount	Award Date	l.span
1	223	31263	46346		02-Jun-99	N62467-81-C-0959	D	Mod			Fire Alarm System	1,074,000	23-Feb-87	4419
2	224	31166	51874		13-Nov-00	N62472-94-C-5259	Def	Mod			Arresting land System	811,500	05-Sep-97	1148
3	225	31246	51590		04-Jan-01	N62472-90-C-0410	Disp				Roofing	118,569	30-Jul-91	3394
4	226	31252	52173	53049	23-Jan-01	N62477-94-C-0028	SC	Mod			Bldg Renovation	unspec	03-May-96	1700
5	227	31267	52261		26-Jan-01	N62477-94-C-0028	Disp	D			Bldg Renovation	19,073,139	03-May-96	1703
6	228	31392	49255		24-Apr-01	N62474-86-C-0090	Disp	D			BEQ Construction	7,925,336	15-Apr-88	4689
7	229	31421	52327		03-May-01	N33191-96-C-0716	Q				Misc. Construction	unspec	28-Sep-96	1655
8	230	31435	52491	52492	29-May-01	N33191-96-C-0716	Perf	IC			Misc. Construction	unspec	28-Sep-96	1681
9	231	31480	53167		22-Jun-01	N62474-96-C-8021	Mod				Fuel Filing Station	1,089,463	13-Feb-97	1569
10	232	31520	51473		12-Jul-01	N62742-95-C-1315	Disp	SC			Fire Alarm System	116,874	18-Apr-96	1884
11	233	31547	52416	et.al	25-Jul-01	N33191-96-C-0716	Perf	Mod			Misc. Construction	unspec	28-Sep-96	1737
12	234	31548	52465		30-Jul-01	N68711-94-C-1593	Disp				Renovate Hangars	unspec	10-Dec-96	1670
13	235	31555	50471		20-Aug-01	N62474-94-C-7380	IC				BOQ. Construction	14,994,183	03-Aug-94	2537
14	236	31584	44937		07-Sep-01	N62467-87-C-0085	IC	Perf	D	Mod	NEX Construction	unspec	20-Jul-89	4367
15	237	31621	51601		26-Sep-01	N62474-95-C-2869	SC				Base Housing Const	unspec	10-Oct-95	2146
16	238	31624	51252		16-Oct-01	N62470-89-C-2751	Def				Electrical Construction	225,000	28-Jun-96	1908
17	239	31627	52376		24-Oct-01	N68711-94-C-1499	IC	Mis	Perf		Masonry Bldg Const	6,309,630	30-Jan-97	1704

2002							Causes							
Case #	Sample	RefNo	ABSCA #(P)	ASBCA#(2)	Decision Date	Contract #	LI1	LI2	LI3	LI4	Contract Description	Award Amount	Award Date	l.span
1	240	31672	53002		09-Nov-01	N33191-96-C-0716	Q	IC	D		Misc. Construction	unspec		
2	241	31765	52475	52305	12-Feb-02	N68711-91-C-0116	Mod	Q			LCAC Facility	18,723,599	16-Jun-92	3476
3	242	31794	50586		21-Feb-02	N62472-93-C-0396	B				Haz. Waste Facility	unspec	30-Sep-94	2661
4	243	31793	53385		06-Mar-02	N68711-92-C-4710	IC	Disp	Perf		Monitoring Wells	unspec		
5	244	31806	53498		26-Mar-02	N62467-99-C-1017	Mod				Fire Sprinkler System	364,000	23-Sep-99	903
6	245	31804	53482		27-Mar-02	N62470-98-C-5322	Disp				Coal and Ash System	unspec	01-Sep-99	926
7	246	31807	53481		27-Mar-02	N62470-99-C-3619	Disp				Heating Plant	817,510	01-Dec-99	836
8	247	31837	51590	53052	09-Apr-02	N62472-90-C-0410	Mod	LD	SC	D	Roofing	118,569	30-Jul-91	3849
9	248	31851	52701	52746	02-May-02	N62467-96-C-0761	Disp	D			NEX Conversion	3,604,100	21-Aug-96	2051
10	249	31855	53587		03-May-02	N62470-99-C-9207	D				Runway Repair	unspec	29-Sep-00	574
11	250	31932	53627	53626	18-Jul-02	N62467-95-C-1018	IC	Perf			Dental/Medical Clinic	14,852,218	16-Sep-97	1742

APPENDIX C: RANDOM SAMPLE "ROOT" CAUSE TOTALS

Litigation – Root Cause Summary

Government

1. Defective Specifications (1)
2. Communication (Post Award) (11)
3. Communication (Pre-Award) (2)
4. Project Scheduling (1)
5. Pre-Award Design Review (3)
6. Unforeseen Site Conditions (1)
7. Quality Assurance (4)
8. Change Order Issuance (1)
9. Pre-Award Bid Review (1)
10. Communication (Internal) (1)
11. Faulty Negotiation Procedure (2)
12. Pre-Construction Conference Procedures. (4)
13. Project Management Procedures (1)
14. Progress Monitoring (1)
15. Knowledge of Local Statutes (2)
16. Submittal Response Period (1)

Contractor

1. Familiarity with Contract Documents (10)
2. Bid Development Error (5)
3. Scheduling (5)
4. Quality Control (3)
5. Non-compliance with Contract (1)
6. Knowledge of NAVFAC Contracting (10)
7. Communication (Internal) (2)
8. Financial Practices (1)
9. Submittal Preparation (1)
10. Davis-Bacon Wages (1)
11. Communication (Post Award) (2)
12. Faulty Negotiation Procedures (1)
13. Knowledge of Environmental Regulations. (1)
14. Record Keeping (1)
15. Negotiation Procedures (1)
16. Project Management Procedures (2)

APPENDIX D: RANDOM SAMPLE CASE ABSTRACTS

General Description

Sample #:	1
Case Title:	Santa Fe Engr., Inc.
Parties:	Santa Fe Engr., Inc. vs. NAVFAC (U.S. Navy)
Contract #:	N62474-75-C-6276
Contract Type:	Fixed Price
NAVFAC Command:	Western Division
Location:	NH Bremerton, Washington
Type of Project:	Naval Hospital
Award Amount:	$23,737,000

Project Description

Construction of a Naval Hospital and support facilities at Bremerton, Washington

Legal Issues

1. Interpretation of Contracts – Drawings – Reasonableness of Interpretation

The contractor disputes the government's interpretation of the contract drawings for seismic and vibration isolation requirements in the form of inertia pads associated with medical air compressors. The contractor seeks equitable adjustment.

Upon placement of inertia pads, the contractor was informed by the government that he had installed pads of the wrong dimensions. The contractor was required to remove the items and install properly dimensioned pads.

Decision

The court found that it was the responsibility of the contractor to properly interpret the contract drawings and specifications. The contract stated that the contractor was to choose the air compressors and their associated inertia pads. These two components were to comply with space, seismic and vibration isolation requirements as outlined in the contract specifications. The contractor was mistaken when he chose to reference the contract drawings as a basis for inertia pad selection and installation. The specifications took priority over the drawings.

Appeal Denied

Root Cause of Dispute

Contractor – Interpretation of drawings and specifications

General Description

Sample #:	2
Case Title:	Pioneer Enterprises, Inc.
Parties:	Pioneer Enterprises, Inc. vs. NAVFAC
Contract Type:	Fixed Price
Contract #:	N62467-86-C-0531
NAVFAC Command:	Southern Division
Location:	NAS Key West, Florida
Type of Project:	Navy Lodge
Award Amount:	$1,832,447

Project Description

Construction of a two story, concrete, and masonry temporary housing facility (Navy Lodge)

Legal Issues

1. Risk Allocation – Availability of Supplies – Off the Shelf vs. Custom

The contractor seeks compensation for lack of available non-prestressed concrete joists at the time of construction. Contract bid based on off the shelf availability of material.

2. Delays – Suspension of Work - Proof

The contractor seeks time extension associated with lack of availability of construction supplies.

3. Contract Disputes – Contractor's Obligation to Proceed – Defective Specifications

The contractor seeks a time extension associated with a government order to place a roof that was unwarrantable. The government relieved the contractor of its warranty obligation.

4. Delays – Causation – Critical Path

The contractor maintains that the change in roof placement affected interior work and therefore resulted negatively on the critical path.

5. Interpretation of Contracts – Pre-award Communications – Contractor's Suggestion

The contractor seeks equitable adjustment for a design change (addition of floor tile) after a pre-award, cost-cutting suggestion (elimination of floor tile) had been made and accepted by the government.

Decision

The court found that the contractor was responsible for acquisition of the concrete joists. The joists were readily available, albeit at customs prices. Equitable adjustment and time extensions associated with this item are denied. All warranty issues surrounding the roof were properly addressed by the government. The government issued a proper contract modification. The critical path was not adversely affected by the installation of the roof because the contractor had installed a temporary roof so as to allow interior work to proceed. Upon completion of the permanent roof, the interior work had not been completed. On the last issue surrounding the floor tile, the court found that the contractor was entitled to equitable compensation and interest associated with the addition of floor tile to the project. The contractor had submitted a cost saving proposal during the pre-award phase of this contract and it was accepted by the government. A reversal on the part of the government constitutes a situation where the contractor should be afforded equitable adjustment.

Appeal Sustained in Part

Root Causes of Litigation

Contractor – Material selection, Activity sequencing
Government – Installation instructions, Disregard for a cost savings proposal

General Description

Sample #:	3
Case Title:	Santa Fe Engr., Inc.
Parties:	Santa Fe Engr., Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62474-75-C-6276
NAVFAC Command:	Western Division
Location:	Naval Hospital Bremerton, Washington
Type of Project:	Naval Hospital
Award Amount:	$23,737,000

Project Description

Construction of a Naval Hospital and support facilities at Bremerton, Washington

Legal Issues

1. Interpretation of Contracts – Contract as a Whole – Meaning to Every Part

The contractor seeks equitable adjustment for installation of flush mounted clocks in two scrub rooms. The contractor maintains that because the clocks aren't specifically identified in the electrical drawings that he shouldn't be held responsible for procurement and installation of such items. All other clocks are identified in the electrical drawings. The scrub room clocks are in-fact identified in the architectural drawings.

Decision

The court ruled against the contractor for two reasons. First, the contractor was unable to show how the drawings were interpreted during bid preparation. Secondly, it is the contractor's responsibility to read and interpret the contract as a whole. The contractor is responsible for all of the information provided within the confines of the contract specifications and drawings.

Appeal Denied

Root Causes of Litigation

Contractor – Completeness of estimate, Interpretation of drawings and specifications
Government – Equipment placement errors in the drawings

General Description

Sample #:	4
Case Title:	Hurst Excavating, Inc.
Parties:	Hurst Excavating, Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62477-81-C-0408
NAVFAC Command:	Chesapeake Division
Location:	Andrews AFB, Maryland
Type of Project:	Rehabilitate Steam Distribution System
Award Amount:	$4,249,494

Project Description

Rehabilitate steam distribution system

Legal Issues

1. Delays – Adjustments – Mitigation

The contractor seeks equitable adjustment for idle equipment. Delays were a result of manhole sizing issues.

2. Delays – Acceleration – Seasonal Restriction

The contractor seeks equitable adjustment for government restricted work periods during the heating season. A revised completion date was requested by the government.

3. Performance – Directions by Government – Necessity of Specified Precautions

The contractor seeks equitable adjustment for shoring and trenching requirements requested by the government.

4. Site Conditions – Contract Indications, Category I – Utilities

The contractor seeks equitable adjustment for unforeseen site conditions. The contractor was affected by previously unidentified utilities.

5. Performance – Directions by Government – Redundant Test Pits

The contractor seeks equitable adjustment for the excavation of additional test pits as required by the government.

6. Site Conditions – Contract Indications, Category I – Adequacy of Specified Material

The contractor seeks equitable adjustment for the placement of bedding stone that was larger than specified.

7. Performance – Specifications – Reliance on Defective Elevation

The contractor seeks equitable adjustment for the replacement of a manhole due to faulty elevation readings. Government elevation readings were erroneous. However, the new manhole was placed based on the contractor's surveying results.

Decision

The court ruled that the contractor was entitled to a partial upward adjustment for idle equipment due to government requests for submittals already in their possession. The remaining portion claimed by the contractor was denied as the contractor failed to justify why the equipment had sat on-site for approximately three months. Contractor was awarded entitlement for heating season restrictions. The claim surrounding the additional requirements for shoring and trenching was denied as the government's position was deemed reasonable and in-keeping with industry standards. The claim addressing additional utilities was covered under the differing site conditions clause and therefore subject to equitable adjustment. The issue regarding additional test pits warranted equitable adjustment because it covered work outside of the scope of the original project. The claim for larger bedding stone was denied because the contractor proceeded without requesting government permission or compensation. The claim for the equitable adjustment regarding the new manhole was also denied as the contractor's surveying measurements, not the government's, formed the basis of placement.

Appeal Sustained in Part

Root Causes of Litigation
Contractor – Equipment scheduling, Placement of unauthorized material
Government - Award Scheduling, In-place conditions verification

General Description

Sample #:	5
Case Title:	Pacific Sunset Builders, Inc.
Parties:	Pacific Sunset Builders, Inc. vs. NAVFAC
Contract Type:	Fixed Price
Contract #:	N62474-85-C-5740
NAVFAC Command:	Western Division
Location:	CBC Port Hueneme, California
Type of Project:	Civil Engineer Corps Officer School
Award Amount:	$6,535,000

Project Description

Construct Civil Engineer Corps Officer School

Legal Issues

1. Defaults, Grounds – Bonds – Failure to Furnish Performance and Payment

The contractor seeks compensation from the government after being terminated on a default basis. The contractor failed to provide contract mandated performance and payment bonds.

Decision

The court ruled against the contractor citing the termination for default clause of the contract. The court found that the government properly terminated the contract after it was determined that contractor was not in compliance.

Appeal Denied

Root Causes of Litigation

Contractor – Non-Compliance with contract bonding requirements

General Description

Sample #:	6
Case Title:	Shirley Const. Corp.
Parties:	Shirley Const. Corp. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62470-83-C-3281
NAVFAC Command:	Atlantic Division
Location:	NAS Oceana, Virginia
Type of Project:	Hazardous Flammable Storage Building
Award Amount:	$629,709

Project Description

Construct Hazardous Flammable Storage Building

Legal Issues

1. Performance – Specifications – Concrete Slab

The contractor seeks equitable adjustment for the replacement of a concrete floor slab. The contractor was directed to replace the slab after it was determined that he had failed to properly place reinforcing wire in the original floor slab.

2. Quality – Compliance with Specifications – Concrete Slab

The contractor maintains that the strength requirements for the concrete floor slab were met and therefore the contract requirements were honored. The government deemed the floor slab non-compliant due to the lack of reinforcing wire mesh at the contract mandated location.

Decision

The court found that the contractor was not entitled to equitable adjustment for the second slab as they had failed to comply with the contract specification initially. The court found that the government had in-fact identified the problem as the slab was being placed and informed the contractor that placement was at their own risk.

Appeal Denied

Root Causes of Litigation

Contractor – Improper placement of material

General Description

Sample #:	7
Case Title:	Triax Pacific, Inc.
Parties:	Triax Pacific, Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62474-89-C-1175
NAVFAC Command:	Western Division
Location:	NAS Whidbey Island, Washington
Type of Project:	Roofing
Award Amount:	$1,370,000

Project Description

Install new roof.

Legal Issues

1. Mistakes – Relief after Award - Reformation

The contractor seeks contract reformation to compensate for errors committed in the course of bid development. The contractor maintains that the government had a responsibility to inform him of possible errors associated with his bid.

Decision

The court found the contractor was not entitled to contract reformation due to bid errors. The court determined that the bid submitted was reasonable based on the next three lowest bids. Additionally, they ruled that the government had acted properly in their review and acceptance of bids.

Appeal Denied

Root Causes of Litigation

Contractor – Bid development error (Faulty Methodology)

General Description

Sample #:	8
Case Title:	Chamac Inc.
Parties:	Chamac. Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62474-84-C-4789
NAVFAC Command:	Western Division
Location:	MCB Camp Pendleton, Calif.
Type of Project:	Tank Moving Target Range
Award Amount:	$2,310,258

Project Description

Construction of various earthwork structures and the installation of supporting electrical components. Activities executed included the construction of earth berms, tank trails and roads, drainage, a control tower, and moving and stationary targets.

Legal Issues

1. Interpretation of Contracts – Reasonableness

The contractor maintains that the contract drawings specifying concrete encasement of electrical conduit at locations beneath roads subject to tank crossings did not extend to trails. The contractor seeks equitable adjustment. The Navy maintains that the term "road" is synonymous with both "roads and trails".

2. Interpretation of Contracts – Ambiguity – Duty to Seek Clarification

The contractor was precluded from recovering a claim associated with concrete placement at trail locations due to the omission of the word "trail" from the contract specifications and drawings. The Navy denied request of claim based on the position that the contractor had to duty to clarify before submitting final bid.

Decision

The court found that is was reasonable to assume that the contractor should have made inquiry prior to bidding as to what constituted a "road" or "trail". The contract drawings did not show a requirement for concrete encasement at actual road locations. However, they did specify concrete encasement at trail locations listed as roads. The Navy and the contractor agreed on the number of encasement

locations and therefore the contractor was aware of its responsibility to perform this type of work.

Appeal Denied

Root Cause of Dispute

Contractor – Interpretation of drawing and specifications

General Description

Sample #:	9
Case Title:	Mallory Elect Co., Inc.
Parties:	Mallory Elect Co., Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62470-89-C-7545
NAVFAC Command:	Atlantic Division
Location:	NAS Oceana, Virginia
Type of Project:	Electrical Distribution
Award Amount:	$479,000

Project Description

Replacement of two primary distribution transformers.

Legal Issues

1. Payments, Progress – Completion Basis - Material

The contractor seeks equitable adjustment for interest accrued on withheld partial payments for material on-site. The contractor references past contracts where payment in-full was granted for material on-site. The government withheld 20% of material value on two in-place distribution transformers. The government contends that the amount withheld is in keeping with NAVFAC guidance (Mackey Rule) regarding payment withholding until such time that the equipment is operational and accepted.

Decision

The court ruled that contractor was not entitled to interest accrued on payments withheld for the transformers because the government had acted properly to withhold payment until such time that the aforementioned equipment was operational. The court cited case law that supported use of the "Mackey Rule".

The contractor is not automatically afforded entitlement because of past contract practices.

Appeal Denied

Root Causes of Litigation

Contractor – Knowledge of client contracting practices (Payment Procedure)
Government – Explanation of contracting procedures

General Description

Sample #:	10
Case Title:	TMI Coatings, Inc.
Parties:	TMI Coatings. Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62470-90-C-0200
NAVFAC Command:	Atlantic Division
Location:	NAS Bermuda
Type of Project:	Fuel Tank Rehabilitation
Award Amount:	$387,131

Project Description

Rehabilitation and modification of two aircraft fuel tanks.

Legal Issues

1. Site Conditions – Contract Indications, Category I – Pitting in the Fuel Tanks

The contractor seeks equitable adjustment and a time extension for the presence of pitting in the interior of the fuel tanks. The contractor was not allowed to inspect the interior of the tanks prior to award. The contractor was informed that the interior of the tanks would be lined with polyurethane and therefore smooth.

2. Liquidated Damages – Propriety of Assessment – Fuel Separators

The contractor seeks to clear assessed liquidated damages for the delayed installation of a fuel separator. The government assessed a total of 18 days-liquidated damages for a delay in project completion due to the installation of fuel separator. The contractor experienced coordination problems with his subcontractors on the issue of testing.

Decision

The court ruled that the contractor was entitled to equitable adjustment and a time extension of 15 days for the unforeseen site conditions within the tank. The fact that the government had not provided access to the interior of the tanks prior to award relieved the contractor of liability. On the issue of the fuel separator, the

court determined that the contractor assumes responsibility for the inability of his subcontractor to perform necessary testing in a timely manner. Of the original 18 days assessed, 15 were subtracted for the pitting. The government was entitled to three days liquidated damages.

Appeal Sustained in Part

Root Causes of Litigation

Contractor – Sub-contractor scheduling
Government – Unforeseen Site Conditions

General Description

Sample #:	11
Case Title:	ANA-CA Const Corp.
Parties:	ANA-CA Const Corp. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62470-85-C-5247
NAVFAC Command:	Atlantic Division
Location:	Army Reserve Center, Yuaco, Puerto Rico
Type of Project:	Construct Structure
Award Amount:	$1,143,500

Project Description

Construct a new structure at the Army Reserve Center in Yuaco, Puerto Rico.

Legal Issues

1. Acceptance of Performance – Correction of Defects – Demand for Strict Compliance

The contractor seeks equitable adjustment for the demolition and replacement of concrete foundation and above-grade walls. The contractor was directed by the contracting officer to replace concrete foundation elements and walls that did not conform to contract specifications regarding mixing, placement, and strength. The contractor and government A/E proposed solutions were rejected by the contracting officer and an order was issued to demolish and replace newly placed concrete foundation elements and walls.

Decision

The court ruled that contractor was entitled to equitable adjustment for the demolition and replacement of the concrete because the government rejected reasonable solutions to the problem. The court found that the contracting officer was within their right to reject the concrete; however, it was unreasonable to

reject both the contractor's and the government's proposed solution.

Appeal Sustained

Root Causes of Litigation

Contractor – Improper placement of material
Government – Contractor monitoring, Communication with A/E

General Description

Sample #:	12
Case Title:	Commercial Roofing
Parties:	Commercial Roofing vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62472-90-C-0424
NAVFAC Command:	EFA Midwest
Location:	Naval Air Warfare Center, Indianapolis, Indiana
Type of Project:	Roofing
Award Amount:	$939,605

Project Description

Install new roof at the Naval Air Warfare Center in Indianapolis, Indiana.

Legal Issues

1. Disputes, Claims – Submission to Contracting Officer – Same Set of Operative Facts

The contractor claims 26 additional days of overhead for government caused delays. Request submitted to ASBCA for review. This was an issue of jurisdiction determination.

2. Delays – Overhead – Proof of Loss

The contractor seeks compensation for 26 days of extended overhead due to government caused delays.

Decision

The court determined that this claim fell within its jurisdiction. The court ruled that contractor was not entitled to equitable adjustment for the overhead generated during the extended period for two reasons. First, the contractor had been compensated for overhead in separate contract modifications covering changes to

the roof. Secondly, the contractor was unable to prove that it had performed the original roofing work during the contract extension period caused by the government.

Appeal Denied

Root Causes of Litigation

Contractor – Schedule execution
Government – Scope of work (Change Orders)

General Description

Sample #:	13
Case Title:	Bellinc Co., Inc.
Parties:	Bellinc Co., Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price (8a)
Contract #:	N62467-92-C-4188
NAVFAC Command:	Southern Division
Location:	Naval Weapons Station, Charleston, South Carolina
Type of Project:	Child Care Center
Award Amount:	$276,000

Project Description

Construct a new child care center.

Legal Issues

1. Bonds and Sureties – Miller Act – Validity of Regulation

The contractor claims that he was wrongfully terminated for not complying with the bonding requirements set forth in the Miller Act. The contractor feels that his status as an "8a" entity entitles him to a bond waiver as stated in the Miller Act. The government maintains that the contractor did not comply with the alternative surety requirements outlined in the Miller Act and was therefore subject to termination for default.

Decision

The court ruled that contractor was properly terminated by the government. The Miller Act requires that contractors eligible for a bond waiver provide an alternative surety in the form of a special bank account. The contractor did not comply with this requirement and was thereby terminated.

Appeal Denied

Root Causes of Litigation

Contractor – Knowledge of NAVFAC contracting procedures (Small Business 8a)

General Description

Sample #:	14
Case Title:	ONI Construction, Inc.
Parties:	ONI Construction, Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62477-90-C-4825
NAVFAC Command:	Chesapeake Division
Location:	Naval Surface Warfare Center, Silver Springs, MD
Type of Project:	Blast Chamber
Award Amount:	$262,997

Project Description

Renovate blast chamber.

Legal Issues

1. Defaults, Grounds – Performance Requirements – Correction of Defects

The contractor disputes termination for default. Government maintains that contractor, for 26 months, had failed to complete punch list items.

2. Defaults, Procedure – Cure Notice – Failure to Furnish

The contractor disputes termination for default because a cure notice was never issued by the government.

3. Defaults, Government Acts Excusing – Payments – Refusal to Make Progress Payments

The contractor disputes termination for default because of the stoppage of progress payments by the government.

4. Defaults, Government Acts Excusing – Interference – Suspension of Work

The contractor disputes termination for default because of a government ordered lockout.
The contractor was locked out of the jobsite for 75 days after the passage of the contract completion date.

5. Delays – Overhead – Eichleay Formula

The contractor seeks equitable adjustment for extended overhead during government caused delays.

6. Liquidated Damages – Waiver – Delay in Assessment

The contractor disputes accrued liquidated damages.

Decision

The court ruled that the contractor was properly terminated by the government. The Federal Acquisition Regulation does not require a pre-termination cure notice or show cause letter before a contractor is terminated. The withholding of progress payments cannot be used as a justification to excuse the termination. The court determined that the financial difficulties experienced by the contractor were not a result of the progress payments but rather a failure on their part to pay their subcontractors in a timely fashion. The government ordered lock out while seemingly unreasonable, does not nullify the termination either as it was ordered after the contract completion date. The court also found the contractor was entitled to extended overhead as calculated by the Eichleay formula because there was no evidence of the contractor being in a standby mode during delay periods. Lastly, the court found that the government acted appropriately in assessing liquidated damages to offset the remaining contract balance when the contractor failed to return to the jobsite.

Appeal Denied

Root Causes of Litigation

Contractor – Payment of subcontractors, Communication with Subcontractors
Government – Explanation of contract procedures, Contractor lock out

General Description

Sample #:	15
Case Title:	Swanson Products, Inc.
Parties:	Swanson Products, Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N68711-92-C-0747
NAVFAC Command:	Southwest Division
Location:	Balboa Naval Hospital, San Diego, Ca
Type of Project:	Pentamidine Treatment Room
Award Amount:	$76,585

Project Description

Construct a pentamidine treatment room within the confines of Balboa Naval Hospital.

Legal Issues

1. Delays – Sequencing and Scheduling – Commencement of Performance

The contractor seeks compensation for alleged government delay regarding a request for the pre-construction conference. The contractor mailed the request letter to the wrong government office.

2. Delays – Approval Delays – Processing Period

The contractor seeks compensation for delays associated with submittal approvals.

3. Delays – Approval Delays – Deviation Request

The contractor seeks compensation for delays associated with structural submittals. The contractor provided non-SE stamped structural drawings.

4. Modifications – Bar to Claims – Release by Contractor

The contractor seeks to claim delay caused compensation regarding an HVAC unit despite signing a broad release covering pertinent claims in a previous modification.

Decision

The court ruled that the contractor was not entitled to compensation for delays caused by the late pre-construction conference. The contractor mailed the request letter to the wrong address. Additionally, the court found that the government reviewed all submittals in a timely manner. The contractor is not entitled to compensation for delays caused by non-stamped structural submittals. Lastly, all of the above delay claims related to the HVAC unit were covered by previously negotiated contract modifications.

Appeal Denied

Root Causes of Litigation

Contractor – Pre-Construction conference scheduling, Submittal preparation and submission

General Description

Sample #:	16
Case Title:	PW Construction, Inc.
Parties:	PW Construction, Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N68711-92-C-6414
NAVFAC Command:	Southwest Division
Location:	MCAS El Toro, California
Type of Project:	Roofing
Award Amount:	$3,943,099

Project Description

Perform roof repairs and roof structures throughout the MCAS.

Legal Issues

1. Modifications – Bar to Claims – Release by Contractor

The contractor seeks compensation from the government for the judgment of a lawsuit by one its subcontractors against itself. One of the project's subcontractors successfully won a lawsuit against the prime contractor during the course of the project.

2. Site Conditions – Contract Indications, Category I – Absence of Mention

The contractor seeks compensation for a differing site condition associated with the presence of metal roofing tiles. The contractor maintains that the roofing tiles constitute latent physical conditions. The contractor claims increased demolition costs related to heavier than expected in-place roofing tiles.

Decision

The court ruled that the contractor was not entitled to compensation for a lawsuit that was filed against itself by one its subcontractors. The government was not named as a party in the lawsuit and therefore bears no responsibility for its outcome. The court could not find a line item covering a cost for roofing tile

weight in the contractor's original estimate. As a result of this finding, the in-place tile was determined not to differ materially from the contract.

Appeal Denied

Root Causes of Litigation

Contractor – Bid Development Error (Faulty Methodology), Attempt to pass legal fees to the government, Communication with sub-contractor.

General Description

Sample #:	17
Case Title:	Twigg Corporation
Parties:	Twigg Corporation vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62477-92-C-3513
NAVFAC Command:	Chesapeake Division
Location:	Naval Surface Warfare Center, Indian Head, Md
Type of Project:	Building Upgrade
Award Amount:	Unspecified

Project Description

Perform building upgrades at the Naval Surface Warfare Center, Indian Head.

Legal Issues

1. Mistakes – Mutual Mistake – Unilateral Mistake

The contractor seeks contract reformation because of labor rate estimating errors in both the contract's original bid and a subsequent modification proposal. The contractor's subcontractor used Department of Labor highway wage rates in their estimate. The contract required the use of Davis-Bacon wage rates. The contractor maintains that by negotiating and finalizing the contract modification, the government agreed to the lower wage rates, thereby creating a mutual mistake.

Decision

The court ruled that the contractor was not entitled to contract reformation because wage rates were not expressly stated in the original bid proposal. These wage rates were used as the basis for follow-up modification proposals. The negotiation and finalization of a later modification based on bid rates does not constitute a mutual mistake on the part of the government. The contractor bears responsibility for the contents of his bid and/or proposals.

Appeal Denied

Root Causes of Litigation

Contractor – Bid Development Error (Faulty Methodology)
Government- Bid Review (Accuracy)

General Description

Sample #:	18
Case Title:	David Boland, Inc.
Parties:	David Boland, Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62467-88-C-0657
NAVFAC Command:	Southern Division
Location:	Special Forces Trng Ctr, Key West, Florida
Type of Project:	Building Construction
Award Amount:	$9,304,000

Project Description

Construct buildings at the Special Forces Training Center in Key West, Florida

Legal Issues

1. Site Conditions – Relief for Differing Site Conditions - Notice

The contractor seeks equitable adjustment for costs incurred as a result of a self imposed change in compaction methods. The contractor did not inform the government of its intention to change compaction methods based on actual site conditions.

2. Interpretation of Contracts – Drawings – Omissions

The contractor seeks equitable compensation for electrical wiring that was left out of the contract drawings. The electrical wiring was associated with equipment outlined in the design.

Decision

The court ruled that the contractor was not entitled to compensation for either the compaction changes or wiring additions. The contractor did not afford the government the opportunity to negotiate a no-cost change order for the new compaction method. The wiring issue was covered in the contract language stating that the facility and its equipment would be fully operational and therefore it is reasonable to assume that the contractor should have made provisions for the

placement of necessary wiring for required equipment.

Appeal Denied

Root Causes of Litigation

Contractor – Construction method selection, Changes in construction method
Government- Contractor monitoring, missing components (drawings)

General Description

Sample #:	19
Case Title:	Hellenic Technodomiki, S.A.
Parties:	Hellenic Technodomiki, S.A. vs. NAVFAC
Contract Type:	Fixed Price
Contract#:	N62490-91-C-1174
NAVFAC Command:	EFA Med
Location:	Base Construction, Souda Bay, Crete
Type of Project:	Building Construction
Award Amount:	Unspecified

Project Description

Construct buildings at the Naval Support Activity, Souda Bay, Crete

Legal Issues

1. Interpretation of Contracts – Method of Interpretation – Government's Approval

The contractor seeks equitable adjustment for costs incurred as a result of not being allowed to locate a concrete batch plant at the jobsite. Approval for the batch plant was denied by the contracting officer and the Greek government.

Decision

The court ruled that the contractor was not entitled to compensation for the concrete batch plant because the contract did not contain a provision allowing for on-site placement of this type of temporary facility. Additionally, the U.S. government cannot be held responsible for decisions made by another government.

Appeal Denied

Root Causes of Litigation

Contractor – Assumed rights of placement
Government- Explanation of contract requirements at the pre-construction conference

General Description

Sample #:	20
Case Title:	Technocratica
Parties:	Technocratica. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62475-90-C-1149
NAVFAC Command:	EFA Med
Location:	Naval Support Activity Souda Bay, Crete
Type of Project:	Park Construction
Award Amount:	Unspecified

Project Description

Construct park at the Naval Support Activity, Souda Bay, Crete

Legal Issues

1. Modifications – Bar to Claims – Release by Contractor

The contractor seeks equitable adjustment for costs incurred as a result of the government not returning a guarantee letter in a timely fashion.

2. Payments – Completed Performance – Authority to Receive Payment

The contractor claims that payment was not received because it was issued to an individual within the contractor's company. This individual deposited the payment into their personal bank account.

3. Interpretation of Contracts – Contract as a Whole – Liquidated Damages

The contractor maintains that the liquidated damages clause is not valid as it was not located in the contract clause portion of the contract. The liquidated damages clause was located in another section of the contract.

4. Modifications – Reduction of Requirements or Prices – Proof

The contractor seeks a return of its performance guarantee because the government liquidation of the guarantee constituted a downward adjustment of price for which there was no proof.

5. Delays – Government Interference – Access to Work Site

The contractor seeks compensation for costs incurred as a result of not being given access to the jobsite.

6. Modifications – Changes – Change v. Cost Increase

The contractor seeks compensation for costs incurred as a result of site elevation changes in revised drawings.

7. Site Conditions – Inspection – Visibility of Condition

The contractor seeks compensation for costs incurred as a result of a differing site condition.

8. Modifications – Changes – Responsibility for Additional Costs

The contractor seeks compensation for costs incurred as a result of the installation an additional layer of roof venting.

9. Delays – Approved Delays – Overall Job

The contractor seeks compensation for costs incurred as a result of government caused delays.

10. Delays – Approval Delays – Concurrent Delay

The contractor seeks compensation for costs incurred as a result of government caused delays. These government caused delays resulted in concurrent delays throughout the project.

11. Interpretation of Contracts – Electrical Work – Light Fixtures

The contractor seeks compensation for costs incurred as a result of a mistake in interpreting revised drawings.

12. Interpretation of Contracts – Electrical Work – Circuit Breaker

The contractor seeks compensation for costs incurred as a result of a mistake between contract specifications and drawings.

Decision

The court ruled the following:

1. The contractor is entitled to compensation for interest and fees accrued as a result of the government erroneously contacting the surety and declaring that the contract had been terminated. The surety billed the contractor for interest and fees.

2. It was determined that the government had properly issued payment to designated company employee. The actions of the contractor's employee are not the responsibility of the government.

3. The court ruled that the liquidated damages clause was valid despite it not being listed in the contract clauses section of the contract.

4. The contractor was entitled to a return of its performance guarantee because the government had adjusted the contract price downward without proof.

5. The contractor was not entitled to costs associated with delayed access to the jobsite because it could not prove how this action adversely affected operations.

6. The contractor was not entitled to costs associated with revised site elevations because it could not prove how this change increased costs.

7. The contractor was not entitled to costs associated with differing site conditions because the changes were plainly visible and there was a failure to seek clarification at the time of bidding.

8. The contractor was entitled to compensation for costs associated with the installation of an additional layer of roof venting.

9. The contractor was not entitled to compensation for government caused delays because it could not prove that the alleged delays resulted in a delay to the overall project.

10. The contractor was not entitled to compensation for delays because it claimed were concurrent with the government's actions. The contractor failed to show a relationship.

11/12. The contractor was not entitled to compensation for mistakes made on their behalf in interpreting the contract drawings in bid development.

Appeal Sustained in Part

Root Causes of Litigation

Contractor –Interpretation of drawings and specifications, Schedule execution
Government- Notification of government caused delays, return of correspondence between owner and project management team, Missing components (drawings), contractor monitoring

General Description

Sample #:	21
Case Title:	The Ryan Company
Parties:	The Ryan Company vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62470-89-C-2471
NAVFAC Command:	Atlantic Division
Location:	Portsmouth Naval Shipyard, Portsmouth, Virginia
Type of Project:	Electrical
Award Amount:	$1,670,000

Project Description

Replace electrical switchgear

Legal Issues

1. Interpretation of Contracts – Parol Evidence – Extrinsic Evidence

The government seeks to have a claim dismissed by this contractor for an item that was negotiated during a contract modification. A large discrepancy exists between the government and the contractor's interpretation of what was agreed to during the course of negotiations.

Decision

The court ruled that the contractor's appeal can stand and should be brought before the court for review because of drastically differing accounts of what transpired at the modification negotiation.

Appeal Sustained

Root Causes of Litigation

Contractor – Faulty negotiation procedures (Failure to clarify requirements)
Government – Faulty negotiation procedures (Failure to clarify requirements), Pre-Award Design (Failure to clarify requirements)

General Description

Sample #:	22
Case Title:	FSEC, Inc.
Parties:	FSEC, Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62474-93-C-2414
NAVFAC Command:	Southwest Division
Location:	CBC Port Hueneme, California
Type of Project:	Painting Facility
Award Amount:	$3,918,124

Project Description

Construct a paint and abrasive blast facility

Legal Issues

1. Interpretation of Contracts – Contract as a Whole – Meaning of Every Part

The contractor seeks compensation for work that it considered outside of the scope of work. The contractor claims that the contract was a design-build contract and that he was directed to perform work not covered in the contract.

2. Interpretation of Contracts – Ambiguities, Resolution – Existence of Ambiguity

The contract seeks compensation for perceived ambiguities in the contract regarding the ventilation system.

3. Performance – Duty to Disclose Superior Knowledge – Extent of Government's Obligation

The contractor feels that the government did not properly disclose environmental regulations related to this type of facility and its required ventilation system.

Decision

The court ruled that the contractor was not entitled to equitable adjustment due to their interpretation of the contract as being design-build. The court found that the

contract contained both design and performance specifications. It was unreasonable for the contractor to assume this to be a design-build contract based on these facts. Additionally, the court found that the specifications for the ventilation system were sufficient enough for procurement and installation. The government specification need not be perfect in order for the contractor to proceed. Lastly, the government was not responsible for communicating every environmental regulation related to this type of project. The contractor is experienced in this type of project and should have been aware of regulatory restrictions surrounding paint facility ventilation systems.

Appeal Denied

Root Causes of Litigation

Contractor – Interpretation of drawings and specifications, Knowledge of environmental regulations

Government – Explanation of contract requirements at the pre-construction conference, clarity of requirements (drawings)

General Description

Sample #:	23
Case Title:	Skip Kirchdorfer, Inc.
Parties:	Skip Kirchdorfer, Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62470-81-C-1403
NAVFAC Command:	Atlantic Division
Location:	U.S. Naval Base, Guantanamo Bay, Cuba
Type of Project:	Structural (Gymnasium)
Award Amount:	Unspecified

Project Description

Construct a new gymnasium at Guantanamo Bay, Cuba.

Legal Issues

1. Delays – Approved Delays – Contractor Submittals

The contractor seeks compensation for alleged delays caused by confusion as to submittal procedures.

2. Delays – Weather – Forseeability

The contractor seeks a 40-day extension to the contract completion date due to excessive rainfall.

3. Delays – Issuance Delays – Modifications

The contractor seeks a 60–day extension to the contract for a nine-month delay in the government issuing a contract modification.

4. Delays – Measurement – Suspension of Work

The contractor seeks an 8-day time extension to the contract completion date due to an erroneous stop work order issued by the government.

5. Delays – Adjustments – Supply Problems

The contractor seeks a contract extension for a delay associated with the delivery of an electrical transformer. The contractor elected to order the transformer through the Navy supply system.

6. Performance – Interference by Government – Government Furnished Information

The contractor seeks a contract extension for a delay in contract drawing (electrical supply installation) receipt from the government.

7. Performance – Interference by Government – Failure to Object

The contractor seeks a contract extension because the government failed to recognize an omission on the part of the contractor in the installation of an uninterrupted power supply unit.

8. Delays – Government Interference – Government Deliveries

The contractor seeks an extension to the contract for delays associated with government delivery of material. The government granted a 25-day extension for this issue. The contractor seeks additional time.

9. Delays – Adjustments – Proof

The contractor seeks an extension to the contract for delays associated with government permission to interrupt power. The contractor maintains that they were unable to proceed at various points in the project due to delays in government approval.

10. Liquidated Damages – Amount – Reasonableness

The contractor disputes the liquidated damages rate outlined in the contract.

Decision

1. The contractor was not entitled to a time extension due to confusion about submittal procedures because he failed to show how this impacted or delayed the project.

2. The contractor was not entitled to the full 40-day extension because the court found that there were 9.5 days of abnormal levels of rain. The contractor was granted 9.5 days of additional time.

3. The contractor was not entitled to a 60-day time extension for the nine-month turnaround time on a contract modification because he failed to show how this delayed or impacted performance. The contractor's argument was rejected because of a lack of evidence.

4. The contractor was not entitled to a full 8-day extension for an erroneous stop work order because he failed to show that he had to remobilize. The court granted a 2-day extension.

5. The contractor was not entitled to a contract extension due to delays associated with the receipt of an electrical transformer. The contractor opted to order the transformer through the Navy Supply system vice a private contractor. The government is not responsible for this decision on the part of the contractor.

6. The contractor was entitled to a contract extension for the government not promptly issuing UPS drawings. The contractor failed to show how this adversely impacted the project.

7. The contractor was entitled to a contract extension for the government's failure to identify the absence of an automatic startup function in its submittals. The contractor was responsible for the function as it was outlined in the contract specifications.

8. The contractor was not entitled to a further extension of the contract because of government delays in material delivery. The government had already issued a 25-day extension for this matter. The contractor failed to prove additional delay.

9. The contractor was not entitled to a contract extension due to power disruption notification because he failed to show that the government deviated from the contract. The contract originally required a 15-day and later a 10-day notification period for outages. The government did deny an outage request; however, the contractor failed to prove how this adversely impacted the project.

10. The liquidated damages rate cited in the contract was reasonable because it was less than that proscribed by regulation.

Appeal Sustained in Part

Root Causes of Litigation

Contractor –Interpretation of drawings and specifications, Weather delay calculations, Communication of pending material delays

Government – Timely issuance of change orders, issuance of change order drawings, operational coordination

General Description

Sample #:	24
Case Title:	International Crane Company
Parties:	International Crane Company vs. NAVFAC
Contract Type:	Fixed Price
Contract #:	N62477-90-C-0044
NAVFAC Command:	Chesapeake Division
Location:	Bainbridge Naval Training Center, Maryland
Type of Project:	Asbestos Removal
Award Amount:	$5,092,903

Project Description

Removal and disposal of friable asbestos at the Bainbridge Naval Training Center

Legal Issues

1. Disputes, General – Standing – Dissolved Corporation

The government requests to have an appeal dismissed because of the dissolution of a corporate charter. The contractor is seeking equitable adjustment for various contract modifications.

Decision

The court ruled that the contractor's appeal can stand and should be reviewed because the surviving company officers had submitted the claim prior to dissolution.

Appeal Sustained

Root Causes of Litigation

Government – Knowledge of local statutes covering dissolved corporations (Contractor rights after dissolution)

General Description

Sample #:	25
Case Title:	J&W Allen Const Co.
Parties:	J&W Allen Const Co. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price (8a)
Contract #:	N62467-94-C-9691
NAVFAC Command:	EFA Midwest
Location:	Great Lakes Naval Training Center, Illinois
Type of Project:	Underground Storage Tank Removal
Award Amount:	$479,000

Project Description

The Removal and disposal of three Underground Storage Tanks at the Great Lakes Naval Training Center.

Legal Issues

1. Interpretation of Contracts – Clear Meaning – Contractor's Responsibility

The government requests to have an appeal dismissed for additional compensation related to shoring. The government claims that the contract provides for the work in question.

2. Pricing of Adjustments – Proof – Differentiation from Compensated Work

The contractor is seeking an equitable adjustment to the contract price for extra shoring and other work. The contractor maintains that previous bilateral contract modifications failed to cover these additional costs.

Decision

On issue #1, the court ruled that the contractor's appeal for additional compensation requires a trial. The government's and contractor's interpretation of the contract differs to such a degree as to warrant review at trial. On issue #2, the court found that the contractor was not, at this time, entitled to compensation

claimed for additional work because they (contractor) had failed to show where previous bilateral contract modifications did not provide applicable adjustment.

Appeal Sustained in Part

Root Causes of Litigation

Contractor – Missing adjustment proposals, Negotiation Procedures (Failure to clarify requirements)
Government – Negotiation Procedures (Failure to clarify requirements), On-site guidance to the contractor

General Description

Sample #:	26
Case Title:	Overstreet Elect Co., Inc.
Parties:	Overstreet Elect Co., Inc. vs. NAVFAC
Contract Type:	Fixed Price
Contract #:	N62467-98-C-3128
NAVFAC Command:	Unknown
Location:	NAS (Specific Location Unknown)
Type of Project:	Replacement of a Rotating Beacon
Award Amount:	$139,500

Project Description

Replacement of an airfield rotating directional beacon

Legal Issues

1. Delays – Extensions of Time – Responsibility for Delays

The contractor seeks an extension of time because of delays caused by government approval of submittals.

2. Acceptance of Performance – Rejection of Nonconforming Items – Functional Equivalency

The contractor disputes the government's rejection of two proposals for substituted beacons.

3. Delays – Suspension of Work – Proof of Suspension

The contractor seeks to use the submission of two value engineering proposals as the basis for a contract time extension.

4. Value Engineering – Savings to Be Shared – Instant Contract Savings

The contractor seeks to claim the instant cost savings associated with an approved value engineering proposal.

5. Disputes, Jurisdiction – Court of Federal Claims – Value Engineering Claims

The government seeks to have a contract clause associated with the VECP upheld. The clause states that the VECP is not subject to board review and that the

contracting officer would be the "sole determiner" of cost savings associated with the VECP.

Decision

1. The court found that the contractor was not entitled to a contract extension due to the government's rejection of beacon submittals. The contractor submitted information that did not comply with the contract specifications.

2. The court found that the government properly rejected the contractor's VECP proposals, as they did not submit equivalent beacons.

3. The contractor was not granted a time extension based on the submission of VECP's because the contract did not call for the suspension of work while such proposals were outstanding. The contractor was bound to continue his work.

4. The contractor was entitled to the difference between instant contract savings and the amount of money withheld by the government for their share of the savings.

5. The government's inclusion of a clause restricting board review did not eliminate board jurisdiction. The board did find that the government's amount of claimed savings was reasonable.

Appeal Sustained in Part

Root Causes of Litigation

Contractor – Material/Equipment selection, Submittal preparation and submission
Government – Explanation of contract requirements at the pre-construction conference, Timely response to submittals, Explanation of contract requirements (Post Award)

General Description

Sample #:	27
Case Title:	Costello Industries, Inc.
Parties:	Costello Industries, Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62467-93-C-5682
NAVFAC Command:	Southern Division
Location:	NAS Meridian, Mississippi
Type of Project:	Runway Repair
Award Amount:	Unspecified

Project Description

Perform runway repairs.

Legal Issues

1. Site Conditions – Conditions Differing From Those Ordinarily Encountered - Concrete

The contractor seeks compensation for unusually hard concrete. The contractor argues that the concrete aggregate hardness is not in keeping with that found in the region.

2. Taxes – Solicitation Representations – Omission From Bid Price

The contractor seeks compensation for state taxes. The contractor claims that the contract did not clearly summarize state tax requirements.

Decision

The court ruled that the contractor was entitled to additional compensation due an unusual site condition (abnormally hard concrete). The contractor produced an independent expert verifying such conditions. The government maintained that the contractor had been given access to the site prior to bidding. The court found this argument to be faulty. On the issue of taxes, the court found that the contract

clearly summarized the state tax requirements and therefore the contractor was not entitled to additional compensation.

Appeal Sustained in Part

Root Causes of Litigation

Contractor – Interpretation of drawings or specifications
Government – In-place site conditions verification, Explanation of contract requirements (Post Award)

General Description

Sample #:	28
Case Title:	Thomas and Sons, Inc.
Parties:	Thomas and Sons, Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62472-94-C-5259
NAVFAC Command:	Northern Division
Location:	NAS Lakehurst, New Jersey
Type of Project:	Runway Arrest Landing System Facility
Award Amount:	$811,500

Project Description

Construct a Runway Arrest Landing System facility at NAS Lakehurst, New Jersey.

Legal Issues

1. Defaults, Grounds – Failure to Progress – Completion Date

The contractor disputes its termination for default.

2. Defaults, Grounds – Failure to Progress - Proof

The contractor challenges their termination on the grounds that they completed a sufficient portion of the work.

3. Modifications – Bar to Claims – Waiver of Claims

The contractor claims to have been delayed by a government failure to notify them that they had to sweep the job-site for unexploded ordinance prior to the commencement of work. The government issued a modification extending the contract period.

4. Defaults, Excuses – Specification Problems – Failure to Furnish

The contractor claims to have been delayed by the government's failure to promptly provide a complete copy of specifications related to an air control tower and to incorporate them into the contract by way of modification.

Decision

1. The court found that the government properly terminated the contract. The contractor had failed to show an appropriate amount of progress. There was no reasonable chance of the project being completed by the contract completion date. Even after the government had issued a modification extending the contract completion date, the contractor had only finished 6% of the work.

2. The contractor's appeal for reversal of termination on the grounds that an appropriate amount of work had been completed was denied. The contractor claimed to have completed 25% of the project. The court found that only 8% had been completed.

3. The contractor was denied using government caused delays for a justification of his termination. The government had previously issued a bilateral contract modification covering these delays. An extension to the contract completion date was provided for in these negotiations.

Appeal Denied

Root Causes of Litigation

Contractor – Interpretation of drawings and specifications, Knowledge of the termination process
Government – Explanation of contract requirements at the pre-construction conference, Explanation of contract requirements (Post Award), Explanation of related environmental regulations

General Description

Sample #:	29
Case Title:	RQ Construction, Inc.
Parties:	RQ Construction, Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N68711-94-C-1499
NAVFAC Command:	Southwest Division
Location:	San Diego, California
Type of Project:	Masonry Block Building
Award Amount:	$6,309,630

Project Description

Construct a masonry block building using metric sized block.

Legal Issues

1. Interpretation of Contracts – Contract Documents - Amendments

The contractor seeks compensation for the lack of availability of metric sized block. The government later issued a contract amendment giving the contractor the option of using standard sized block.

2. Mistakes – Mutual Mistakes – Government Knowledge

The contractor claims that the government mistakenly required metric sized block when there were no available vendors.

3. Mistakes – Relief After Award – Business Judgment

The contractor seeks contract reformation due to the inclusion of the metric sized block.

4. Performance – Duty to Disclose Superior Knowledge – Readily Available Information

The contractor maintains that the government violated its duty to cooperate by not fully disclosing information regarding vendors who could provide metric sized block.

5. Performance – Impossibility of Performance – Burden of Proof

The government moves for dismissal of the appeal on the grounds that the metric sized block was commercially available and that the contractor made no attempt to locate vendors prior to submitting it bid.

Decision

1. The contractor was not entitled to compensation for the use of metric sized block because the government amended the contract. The amendment allowed the contractor the opportunity to use standard block.

2. The court found that a mutual mistake on the part of the government did not take place because the ultimate supplier was the only identified source. Prior to contract award, the government did identify the source.

3. The court ruled that the contractor was not entitled to contract reformation due to errors in their bid relating to the block. The court determined that errors in the bid were due to poor business judgment on the part of the contractor.

4. The government did not violate its requirement to be forthcoming with the contractor. Information related to the block was available through sources other than the government.

5. The court dismissed the appeal on the grounds that the contractor failed to show impossibility in the performance of its contractual duties.

Appeal Denied

Root Causes of Litigation

Contractor – Interpretation of drawings and specifications
Government – Clarity of contract requirements (Pre-Award), Communication of changed requirements, Inclusion of metric requirements

General Description

Sample #:	30
Case Title:	DCO Construction, Inc.
Parties:	DCO Construction, Inc. vs. NAVFAC (U.S. Navy)
Contract Type:	Fixed Price
Contract #:	N62467-96-C-0761
NAVFAC Command:	Southern Division
Location:	NAS Pensacola, Florida
Type of Project:	Hangar Conversion
Award Amount:	$3,604,100

Project Description

Convert an aircraft hangar into a shopping mall.

Legal Issues

1. Disputes, Jurisdiction – Board of Contract Appeals – Dissolved Corporations

The government maintains that a dissolved corporation can no longer pursue claims for a given project.

2. Disputes, Procedure – Prior Decisions – Issues Determined

The contractor desires to bring previous issues before the board because they had not been decided. The issues at hand were initially dismissed due to a lack of prosecution.

3. Delays – Overhead – Standby Requirement

The government seeks to have a contractor's claim for extended overhead dismissed because the contractor did not plead a standby position.

Decision

1. The court ruled that the surviving members of the corporation may pursue any business required to wrap up its affairs. The contractor can proceed with its claim.

2. The contractor can bring previously dismissed claims before the court because those items were not decided.

3. The contractor can bring its claim for extended overhead because there is no requirement for proof to be pleaded.

Appeal Sustained

Root Causes of Litigation

Government –Knowledge of Florida state civil law (Contractor rights after dissolution), Knowledge of ASBCA procedures

APPENDIX E: ANOVA TABLES

Inter of Contracts

SUMMARY

Groups	Count	Sum	Average	Variance
Column 1	11	129	11.72727	41.81818
Column 2	10	46	4.6	16.04444

ANOVA

Source of Variation	SS	df	MS	F	P-value	F crit
Between Groups	266.0848	1	266.0848	8.986448	0.007399	4.380752
Within Groups	562.5818	19	29.60957			
Total	828.6667	20				

Delay

SUMMARY

Groups	Count	Sum	Average	Variance
Column 1	11	41	3.727273	7.618182
Column 2	10	37	3.7	5.344444

ANOVA

Source of Variation	SS	df	MS	F	P-value	F crit
Between Groups	0.003896	1	0.003896	0.000596	0.980784	4.380752
Within Groups	124.2818	19	6.541148			
Total	124.2857	20				

Disputes

SUMMARY

Groups	Count	Sum	Average	Variance
Column 1	11	30	2.727273	12.21818
Column 2	10	44	4.4	8.933333

ANOVA

Source of Variation	SS	df	MS	F	P-value	F crit
Between Groups	14.65628	1	14.65628	1.374601	0.255514	4.380752
Within Groups	202.5818	19	10.6622			
Total	217.2381	20				

Performance

SUMMARY

Groups	Count	Sum	Average	Variance
Column 1	11	34	3.090909	4.090909
Column 2	10	21	2.1	3.655556

ANOVA

Source of Variation	SS	df	MS	F	P-value	F crit
Between Groups	5.14329	1	5.14329	1.32399	0.264153	4.380752
Within Groups	73.80909	19	3.884689			
Total	78.95238	20				

Modifications

SUMMARY

Groups	Count	Sum	Average	Variance
Column 1	11	31	2.818182	2.963636
Column 2	10	22	2.2	2.622222

ANOVA

Source of Variation	SS	df	MS	F	P-value	F crit
Between Groups	2.001732	1	2.001732	0.714416	0.4085	4.380752
Within Groups	53.23636	19	2.801914			
Total	55.2381	20				

Site Conditions

SUMMARY

Groups	Count	Sum	Average	Variance
Column 1	11	27	2.454545	2.272727
Column 2	10	18	1.8	2.844444

ANOVA

Source of Variation	SS	df	MS	F	P-value	F crit
Between Groups	2.244156	1	2.244156	0.882296	0.359362	4.380752
Within Groups	48.32727	19	2.543541			
Total	50.57143	20				

Quality

SUMMARY

Groups	Count	Sum	Average	Variance
Column 1	11	18	1.636364	1.454545
Column 2	10	10	1	0.888889

ANOVA

Source of Variation	SS	df	MS	F	P-value	F crit
Between Groups	2.121212	1	2.121212	1.787634	0.197003	4.380752
Within Groups	22.54545	19	1.186603			
Total	24.66667	20				

Default

SUMMARY

Groups	Count	Sum	Average	Variance
Column 1	11	17	1.545455	2.072727
Column 2	10	7	0.7	0.677778

ANOVA

Source of Variation	SS	df	MS	F	P-value	F crit
Between Groups	3.744156	1	3.744156	2.65174	0.119905	4.380752
Within Groups	26.82727	19	1.411962			
Total	30.57143	20				

Liquidated Damages

SUMMARY

Groups	Count	Sum	Average	Variance
Column 1	11	9	0.818182	0.763636
Column 2	10	12	1.2	2.844444

ANOVA

Source of Variation	SS	df	MS	F	P-val
Between Groups	0.763636	1	0.763636	0.436543	0.516
Within Groups	33.23636	19	1.749282		
Total	34	20			

Total Cases

SUMMARY

Groups	Count	Sum	Average	Variance
Column 1	11	417	37.90909	198.4909
Column 2	10	249	24.9	208.9889

ANOVA

Source of Variation	SS	df	MS	F	P-val
Between Groups	886.4766	1	886.4766	4.356929	0.050
Within Groups	3865.809	19	203.4636		
Total	4752.286	20			

Duration

SUMMARY

Groups	Count	Sum	Average	Variance
Column 1	11	51.35854	4.668958	1.837784
Column 2	10	59.64308	5.964308	1.672404

ANOVA

Source of Variation	SS	df	MS	F	P-val
Between Groups	8.789163	1	8.789163	4.995415	0.037
Within Groups	33.42947	19	1.759446		
Total	42.21864	20			

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VITA

Jeffrey Joseph Kilian was born on July 8, 1967 in Spokane Washington. Upon completion of work at Mission Bay High School in San Diego, California, he entered the United States Marine Corps. After the completion of a four year tour with the Marine Corps, Jeffrey studied Civil Engineering at San Diego State University. He received a Bachelor of Science in Civil Engineering in May 1994. He entered the United States Navy as a Civil Engineer Corps Officer in June 1994. He currently holds the rank of Lieutenant and is a registered Professional Engineer in the state of California. Jeffrey entered the University of Texas at Austin Graduate School in May 2002 under the U.S. Navy Graduate Education Program.

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