

Interwest Pacific Ltd.

**PO Box 1450
Solana Beach, CA 92075**

**Weed Army Community Hospital
Replacement Project
Fort Irwin, CA (Contract No. W912PL-12-R-0008)**

Request for Equitable Adjustment

Prepared by:

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December 7, 2015

CONTRACT:
Weed Army Community Hospital
Replacement Project
Fort Irwin, CA (Contract No. W912PL-12-R-0008)

USACE, Los Angeles District
Contracting Division, West Region Branch
915 Wilshire Boulevard
Los Angeles, California 90017
Owner



Turner Construction Company
PO Box 10369
Fort Irwin, CA 92310
General Contractor



Interwest Pacific Ltd.
PO Box 1450
Solana Beach, California 92075
Subcontractor

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EXECUTIVE SUMMARY

On 06/24/12, **Interwest Pacific Ltd. (IPL)**, located at PO Box 1450, Solana Beach, CA 92075 entered into a Subcontract Agreement with **Turner Construction Company (TCC)**, located at PO Box 10369, Fort Irwin, CA 92310 which agreement is identified as **Weed Army Community Hospital Replacement Fort Irwin, CA, Contract No. W912PL-12-R-0008 (Project)** regarding work to be performed at Fort Irwin, CA. The Owner for this Project is the **United States Army Corp of Engineers, Los Angeles District Contracting Division, West Region Branch (USACE)**.

The original Subcontract is in the amount of **One Million, Nine Hundred Twenty Five Thousand, Dollars and Zero Cents (\$1,925,000.00)**. The revised Subcontract amount including change orders is in the amount of **Three Million, Four Hundred Sixty Eight Thousand, Eight Hundred Twenty Five Dollars and Zero Cents (\$3,468,825.00)**.

IPL's **Planned Start Date** for the Project was **12/02/13** per the Schedule "IRWIN-Aug Upt w/UXO", Activity No. A1057200 with a **Planned Contract Completion Date** of **05/11/16**, Activity No. FC 6880 - See Exhibit 2. IPL's **Actual Start Date** was **12/02/13** with the actual construction start date of **12/09/13 per the Certified Payroll**, and IPL's **Projected Substantial Contract Completion Date** is **06/27/17 per Schedule Update "IRWIN-Jan BL w/Blt-2"** and per information provided by IPL to SDC.

It should be noted that this project suffered an initial delay in that the Contract was initially stated to start in 2012 and the project was immediately shut down. Contracts were reissued once the project was ready to begin. In addition, the delay due to Bulletin #1 started approximately 6 months prior to IPL's planned mobilization for this project.

The project consisted of the construction of the Weed Army Community Hospital Replacement for USACE. IPL's scope of work consisted of all Demolition and Earthwork and related work in accordance with agreement between the Owner and Contractor, Project Drawings, Specifications and any Addenda, all of which are prepared by Ellerbee Beckett/RLF and listed in Additional Provisions AP-2 including without limitation, the following

Specification Sections:

- Division 00 – Procurement and Contracting Requirements
- Division 01 – General Requirements (As Pertains)
- Division 02 – Existing Conditions (As Pertains)
- Division 31 - Earthwork

The purpose of this Request for Equitable Adjustment is to seek compensation for delays and disruptions to the scheduled project work, including, but not limited to, the major issues listed below:

Issue No. 1: Bulletin 5 Issue (Including 5 Acre Easement Issue)

In January, 2014, IPL was issued Bulletin 5. These Bulletins involved the overall plan for the project to be changed. These changes included changes to the original site work as well as changes to the original topography of the project. Prior to IPL's work, USACE removed approximately two feet of material from the entire site and transported this material approximately one-half mile from the project. This material consisted of alluvial deposits and mostly small rock, material that is usually easily removed and handled; this material is what was anticipated in the original scope of work. The material that was left after USACE excavated the area was considerably harder and more compacted. This material added work to IPL's original scope because the handling of this material required that it be ripped up, screened and processed much more than the material that was removed by USACE. IPL, in the interest of the Critical Path of the project, imported approximately 10,000 cubic yards of the preferred material that was previously exported by USACE. The importation of the preferred material directly affected the export of the project by creating approximately 10,000 cubic yards of export of undesirable material that was not included in the original scope of work for IPL.

IPL submitted for and was awarded reimbursement for the additional direct costs associated with this issue however delay and disruption costs were not paid for by USACE. This issue contributed to the overall delay of the project and therefore IPL through no fault of their own, has established Entitlement for Merit for the delay costs associated with this issue.

Issue No. 2: Bulletins 7 & 21 (Including Suspension of Work)

On 08/07/14 USACE issued correspondence C-0164, citing FAR Clause 52.242-14 "Suspension of Work" (SoW). USACE ordered TCC to suspend all works associated with the Underground Water Tanks and all utilities including manholes within 100 feet of the Underground Water Tanks. The ambiguous language created several weeks of discussion to determine exactly what work was suspended.

On 09/03/14, USACE issued clarification of work to be suspended in correspondence C-0174. In this same correspondence, it was announced that the SoW would last for the duration of 120 calendar days.

TCC directed IPL to relocate backfill for the contract water tank work in order to facilitate the continued work of other trades that were not affected by the suspension. IPL complied with this directive and worked 62 Calendar Days (44 Work Days) during the USACE ordered Suspension of Work duration.

Also, during this time, the Central Utility Plant was not a viable location for a crane pad. TCC directed IPL to install a crane pad that is an addition to IPL's scope of work. This forced IPL to redistribute the equipment from the over-excavation of the foundation, causing inefficient production to IPL's work. IPL voiced concern over the impending ripple effects that were being created by the resequencing and redistribution of manpower and equipment.

Through no fault of their own and despite continued efforts to facilitate the requests of USACE and TCC, IPL incurred delays and disruptions created by the Suspension of Work and the order to build an additional crane pad, thus, Had USACE not issued the SoW, IPL would not have required additional manpower and equipment to maintain the Critical Path and therefore, IPL establishes Entitlement for Merit.

Even after the SoW was lifted on 12/08/14, TCC directed IPL to perform additional work outlined in Bulletin 21, thus further establishing Entitlement for Merit for IPL.

Therefore, IPL is entitled to all the direct, delay and disruption costs associated with the SoW issued by USACE and the subsequent additional work that IPL was directed to perform after the SoW was lifted.

Issue No. 3: Excess Site Material & Delays in Exporting

IPL was faced with excess material and excess material handling from the onset of the project. IPL could not have anticipated the additional material or the delays to handling that they encountered.

In December, 2014, USACE funded the demolition of the top of the tank, infill the tank with stone and added backfill. In order to fulfill the added scope, IPL had to reimport material from a stockpile that was created by the direction of TCC. Concurrent to this operation, the mass excavation of the main building retaining walls and other site work was being performed. This forced the inefficient spreading of manpower and equipment. IPL supplemented the additional work with additional, more costly equipment. IPL also hired an additional person to assist with continual scheduling changes.

In addition, IPL had intended to transport excess site material to the Fort Irwin Quarry, which was located down range from the project; this intent was drawn from a pre-bid RFI that indicated this dumpsite would be made available to the contractors. On countless occasions, the trucks hauling the excessive materials were delayed or forced to abandon operations for the day due to Range Operation coordination issues. On many occasions, IPL was forced to stockpile material onsite for export at a later time. In doing this, IPL incurred additional costs during the operation due to double handling of soils. In addition, the stockpiling of soils material caused the shortage of workable space on the project.

IPL reached out to Range Operations, indicating the need for access, and were promptly told that the Range “can close at any time, for any reason.” IPL’s productivity was greatly reduced and costs were incurred by additional trucking fees due to standby time and minimum hourly charges.

USACE offered a few alternate dump sites and IPL was able to utilize them to capacity, however, the sheer volume of excess material quickly necessitated action that was not forthcoming. While IPL requested additional alternatives and forewarned USACE that the Critical Path would be affected, available space ran out on 08/26/15. Despite the lack of

coordination from USACE to accommodate dump locations, IPL continued their efforts to remain less productive and inefficient. IPL was able to establish an alternative to dumping some of the material by processing it to be used at the Water Treatment Plant project that was concurrently being constructed by USACE.

Despite IPL's continued efforts and through no fault of their own, dump site access and availability evaded them on this project. IPL had a reasonable expectation to dump site availability and as such have established Entitlement for Merit for this issue.

It should be noted that this delay has not been resolved, as of the date of submission of this REA, thus IPL reserves the right for additional compensation and additional delay days as applicable should this delay create more costs incurred by IPL, beyond the costs submitted in this REA.

DELAY ANALYSIS

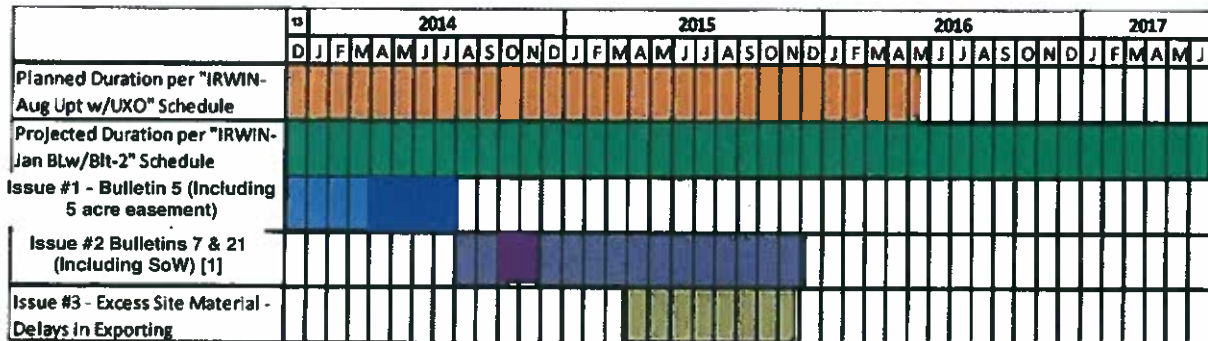
As of the date of this REA, IPL does not have electronic copies of the CPM Schedules to prepare a **Time Impact Analysis**, since **TCC has never provided that to IPL**. IPL is not able to perform a **Time Impact Analysis (TIA)** due to the delays and disruptions to which IPL was subjected to on this project. IPL only knows that the delays were caused by USACE on this project – thus it is the responsibility of **TCC to prepare a TIA**.

Using the Approved Baseline CPM Schedule IPL planned its work on this project like any other subcontractor to move into an area and systematically go from area to area; completing Site work in a systematic way that facilitates productivity gains. Furthermore, the sequencing of the Approved Baseline CPM Schedule (See Exhibit 2) shows that such a systematic approach was planned on this project.

In reality, the delays and disruptions caused IPL's work to be performed in a piecemeal, delayed and disruptive manner due to a general lack of coordination and expeditious resolution to delays and disruptions by the actions and/or inactions of USACE. The delays and disruptions which delayed and disrupted IPL's contract work were numerous. Nearly every aspect of the Site work was delayed and disrupted. IPL's Contract work was

performed in a piecemeal, delayed and disruptive manner. The chart below shows IPL's planned duration of work compared to IPL's projected duration of work:

Overall Project Duration:



[1] As if the date of this REA, the impacts of issues 2 & 3 are not fully realized

The delays plotted above are listed below:

Issue #1 - Bulletin 5 Issue (Including 5 Acre Easement Issue)	02/27/2014	8/7/2014
62 Calendar Day Duration IPL performed contractual backfill)		
Issue #2 – Bulletin 21 & 7	08/07/2014	Ongoing
Issue #3 - Excess Site Material – Delays in Exporting	03/26/15	Ongoing

The best available method for determining the impact to IPL's work was to look at the overall planned and projected Contract Completion Dates of this project. In determining the number of Calendar Days of delay for this project, the following dates were used, per the Baseline CPM Schedule and Certified Payroll Report dates listed below:

Original Start Date:	12/02/13	Original	891
Original Completion Date:	05/11/16	Actual	1353
Actual Start Date:	12/02/13		
Projected Completion Date:	8/16/2017	DELAY CALENDAR DAYS:	462
NOTE: Original completion date reflected that when Interwest's scope would be complete. The project completion date is the last date on the schedule, HOWEVER - Interwest will have to complete other work after temporary trailers have been removed.		Credit: 103 days	
		NET DELAY CALENDAR DAYS:	359

The projected completion date has been amended after the preparation of this REA. This sheet has been edited by Interwest to reflect that change.

Interwest has credited the Government for work completed concurrently during the delays experienced and has adjusted our REA to match that period ascertained by Turner and USACE (including all credit days of concurrent delays). As we have been fully mobilized since the start date of the project and the current schedule has Interwest mobilized for the duration of the project, the net total of delay calendar days experienced by IPL is 359 Delay Calendar Days. This is the number of calendar days that IPL was delayed on this project due to the various issues documented in this REA.

CONCLUSION

The effect of the delays and disruptions presented in this REA caused IPL to perform its work under delayed and disruptive conditions, which in turn drove up its costs. As a result of TCC/USACE's general lack of coordination, IPL was not able to achieve the natural rhythm and sequence of work that it reasonably anticipated and, as a result, IPL incurred substantial additional costs for which IPL should be compensated.

IPL was a subcontractor to TCC; therefore TCC had the responsibility to ensure IPL could continue to perform its Contract Work in a sequential and uninterrupted manner as planned per the Approved CPM Baseline Schedule. This did not occur on this project; IPL's Contract Work was delayed and disrupted from the beginning and critical activities became delayed and disrupted throughout this project due to the actions and/or inactions of USACE.

There is indisputable proof available in the back-up documents provided in the below Narrative of the 4 Issues in this REA. IPL has Entitlement for Merit for all the Issues included in this REA. Thus, IPL is entitled to compensation for all the direct costs, delay and disruption costs, as well as material escalation costs as a direct result of USACE's actions and/or inactions.

Therefore, IPL has Entitlement for Merit for all direct, disruption and delay costs that were caused by USACE's actions and/or inactions and failure to properly manage and mitigate delays on this project job. IPL is entitled to all the direct and delay costs as a result of TCC/USACE's general lack of coordination. IPL is not responsible for the delays regarding these issues.

IPL is seeking additional compensation of \$3,048,933.56 and requesting 359 Calendar Days of time extension that are excusable and compensable on this project. Should additional delays and disruptions occur until completion of this project, IPL reserves its rights to pursue those additional direct, delay and disruption costs exclusive of what is being submitted in this REA.

BACKGROUND

The Contract Agreement

[Exhibit 1]

On 06/24/12 the General Contractor, **Turner Construction Company (TCC)**, located at **PO Box 10369, Fort Irwin, CA 92310** entered into a Contract Agreement with Subcontractor, **Interwest Pacific Ltd. (IPL)**, located at **PO Box 1450, Solana Beach, CA 92075**, regarding work to be performed for the **Weed Army Community Hospital Replacement Fort Irwin, CA, Contract No. W912PL-12-R-0008**

The original Subcontract is in the amount of **One Million, Nine Hundred Twenty Five Thousand, Dollars and Zero Cents (\$1,925,000.00)**. The revised Subcontract amount including change orders is in the amount of **Three Million, Four Hundred Sixty Eight Thousand, Eight Hundred Twenty Five Dollars and Zero Cents (\$3,468,825.00)**.

IPL's **Planned Start Date** for the Project was **12/02/13** per the Schedule "IRWIN-Aug Upt w/UXO", Activity No. A1057200 with a **Planned Contract Completion Date** of **05/11/16**, Activity No. FC_6880 - See Exhibit 2. IPL's **Actual Start Date** was **12/02/13** with the actual construction start date of **12/09/13** per the **Certified Payroll**, and IPL's **Projected Substantial Contract Completion Date** is **06/27/17** per Schedule Update "IRWIN-Jan BL w/Blit-2" and per information provided by IPL to SDC.

Scope of Work

The Work shall consist of all Demolition and Earthwork and related work in accordance with the agreement between the Owner and Contractor, Project Drawings, Specifications and any Addenda, all of which are prepared by Ellerbee Beckett/RLF and listed in Additional Provisions AP-2 including, without limitation to the following:

Specification Sections:

- Division 00- Procurement and Contracting Requirements
- Division 01- General Requirements (As Pertains)
- Division 02- Existing Conditions (As Pertains)
- Division 31- Earthwork

In addition to all other requirements, this Subcontractor shall include:

1. Demolition and removal/disposal of all existing improvements and items as indicated, within the limits of construction.

2. Demolition and removal/disposal of work indicated in the Mary Walker Clinic will be completed by others. (see Alternate Add Pricing – AP-3)
3. Demolition and removal/disposal of work indicated for existing Trailer demolition, including site items will be completed by others. (see Alternate Add Pricing – AP-3)
4. Provide all site clearing and grubbing.
5. Provide excavation and laid back slope cuts, coordinated with concrete footing locations, to allow building concrete footing and building/site concrete retaining wall installation. Provide mass backfill to rough grades when the new structure is in place and structurally ready for backfill.
6. Provide excavation and backfill for cast-in place water tank below pump room, and for adjacent precast water tank, as follows:
 - a) Provide an open cut excavation for the CIP water tank and precast water tank, and provide a ramp for truck and crane access to bottom of the upper excavation (sub-grade elevation for precast water tank). Turnover/concrete sub to provide access to lower excavation (CIP water tank subgrade).
 - b) After partial or total completion of the CIP water tank, backfill the CIP water tank excavation to the subgrade elevation of the precast water tank. Provide a crane pad at the bottom of the ramp.
 - c) After installation of the precast water tank, backfill the entire CIP and precast water tanks area to final subgrade elevation.
7. Excavation and backfill for fuel oil tanks will be completed by Fuel Tank subcontractor.
8. Provide excavation for the sewage holding tanks, including an access ramp. Exclude backfill of the sewage holding tanks.
9. Excavation and backfill for grease interceptor and decontamination tanks will be completed by Site Utilities.
10. Provide over-excavation to level 19 inches below bottom of foundation or slab, as indicated on the plans, soils report and RFI responses.
11. Provide over-excavation and recompaction at roadways and site concrete areas as indicated.
12. Provide fine grading and backfill for all site improvements, including but not limited to AC and concrete paved areas, the PV/solar site area, water retention basins and swales, cart path, access roads, sidewalks, curbs and gutters, landscape areas and rain gardens.
13. Provide grading for retention basins, sediment basins, earth berms and other graded features on site.
14. Provide grading and rock fill at rock check dams and stone ditches, as indicated. Provide stone spillway per CG114.
15. Rock fill at storm drain inlet and outlet locations by Site Utility subcontractor.
16. Remove all excess spoils generated from Earthwork operations. Excess spoils may be hauled and dumped at the Owner's dump site on the Base. Provide dust control at dump site as needed.
17. Excavate the Rain Garden soils and dispose of off-site to the dump site, per detail A//CG507. Backfill of rock/sand/media material is excluded. This work to be performed during one of the site prep and backfill move-ins.

18. Provide an allowance amount of \$142,500 for loading, hauling and dumping of excess spoils generated by other trades and stockpile on site. Allowances are to be all-inclusive, including overhead and profit, based on specific scope, and will be strictly accounted for. This Subcontractor will make charges against these allowances only when specifically approved by Turner. Any unused amounts will be deducted from the Contract Price upon completion of the Work. Cost to be based on 15 cy per truck and trailer or bottom dump truck, \$120/load for loading from one stockpile, and \$150/load for proving multiple hauls from multiple stockpiles. A minimum volume of 10,000 cy will be stockpiled on site by other trades, for removal under this allowance.
19. Prior to availability of temporary/permanent construction water on site, collect and truck water from the site/location provided by the Owner, for the initial trailer and trailer area access roads installations. Cost of water usage is by the Gov't.
20. Provide grading of pads for the Owner and Turner trailers, and 6 crane locations adjacent to buildings.
21. Provide 15,000 sf of gravel coverage at contractor lay down area and Turner/Owner trailer areas. Provide graded/compacted pads at six (6) crane areas (needed for gravel tbd later).
22. Provide rock entries/exits as indicated on the plan at four (4) site access points, per drawing detail.
23. Provide on-site dust control during all grading operations, including dust control of stockpiles of/as required.
24. Provide street sweeping as required during all grading and hauling operations.
25. Provide surveying as required for all grading, excavation and backfill operations. Turner will provide reference control points (5 minimum). Turner will provide pad certifications, grade verifications and any surveying requiring a registered land surveyor (RLS).
26. A total of six (6) move-ins/move-outs (mobilizations) are included – initial trailer/road prep, mas grading, mass backfill, (2) and site prep and backfill (2).
27. Schedule – Subject to the provisions of this agreement, the following shows durations and sequencing of the Work as they appear in the present project schedule:
 - a) Provide all material and equipment submittals no later than two (2) weeks after award of the subcontract. Subcontractor will notify the Contractor of all material with lead times in excess of four (4) weeks no later than two (2) weeks after this award.
28. Clarifications:
 - a) Abatement or hazardous materials excluded.
 - b) It is understood that all excavation can be properly sloped/benched. Sheeting, shoring or bracing is not included or required.
 - c) Dewatering is not included.
 - d) Any SWPPP's or BMP's not included in above scope.
 - e) Testing and Inspection will be completed by Testing and Inspection Subcontractor.

The Parties

United States Army Corp of Engineers, Los Angeles District
Contracting Division, West Region Branch (USACE)
Eleanor M. Encinas, P.E., Administrative Contracting Officer
Thien Vu, Contracting Officer's Representative

Owner

Turner Construction Company (TCC)

General Contractor

Jeffrey Williams, Project Executive
Jim Kelleher, General Superintendent
Josh Wiley, Finance Manager
Steve Mills, Impact Administrator
Dan Harmeson, Superintendent

Interwest Pacific

Subcontractor

Cort Nickolaisen, Project Manager

History of the Schedules

[Exhibit 2 & 3]

The following is a tabulation of the schedules on this project:

Data Date	Schedule Description	Exhibits
09/20/13	Irwin-Aug Upt w/UXO	2
10/06/15	Irwin-Jan BL w/Blt-2	3

The Nature of Construction

On construction projects, the contractor cannot leave his work and return at a later date when the plans and specifications have been formally revised and are up-to-date and ready in all respects for its work. The contractor usually has no choice but to keep the project staffed with supervisory personnel, equipment and related items from the date its work commences until it is completed, regardless of the length of any schedule disruptions. In many cases, the contractor cannot make any significant adjustments, even in direct labor manning, in order to compensate for these disruptions. Sufficient, trained and oriented manpower must be maintained in order to shift the labor crews from area to area as the work is made available.

A change which disrupts one portion of work – even a seemingly insignificant one – sometimes disrupts numerous other areas of work. Such a disruption will ultimately impact related subcontractors and, in time, the entire project itself. Thus, a seemingly insignificant change may have an impact on overall construction – an impact which may not be apparent at first glance. A small change to an important element of work may cause the entire, interdependent construction schedule to change. The mere fact that changes are made disrupts completion of the entire contract. Installation of unchanged elements of the work must be suspended or rescheduled until the changed elements can be revised or installed. The crews performing changed work must compete with the crews performing unchanged work for services, supervisory time and engineering time.

Typically, different craft labor teams are employed in different areas on different activities so that work can progress concurrently according to the plan set forth in the Baseline Approved CPM Schedule. Thus, even a single change has the potential of generating multiple disruptions to the work.

In the normal course of any construction project, delays in the answering of RFI's coupled with the issuance of numerous change orders or changes of great magnitude have an adverse impact even on the unchanged work. This impact is in the form of increased labor costs due to decreased labor efficiency/productivity caused by the disruptive changes. Follow-on trades are dependent upon the rate of progress of those trades whose work precedes theirs, and this necessarily restrains the progress of follow-on trades. Thus, a delay in information or a change, which delays or disrupts the work of a preceding trade will also disrupt and delay the progress of the follow-on trades. Further, delays in information and the issuance of changes divert management's attention from the ongoing contract work and create further inefficiencies and disruptions.

The effect of even a single change order on a construction schedule can be potentially damaging and expensive. The effect of multiple change orders on an already critical schedule of work should be obvious. Crews must be shifted from work area to work area to concurrently accomplish both the changes and the base contract work. The logical sequencing of operations is lost. The efficiency inherent in installing materials and equipment in a logical sequence of operations becomes severely damaged, if not completely destroyed.

A study on the *Effects of Job Schedule Delays and Disruptions on Labor Productivity* by NECA/MCA points out as follows:

Contractors cannot normally anticipate causes of delays and disruptions at the time of bidding. If they can be anticipated, those preparing plans and specifications should allow for them when prescribing commencement and completion times. Bidding documents should note factors expected to make a normal construction schedule impossible to follow so that accurate cost estimates and workable, detailed schedules may be prepared.

It is impossible for any contractor, at the time of bidding, to assign estimated costs to unpredicted and unpredictable delays.

Significant delays and disruptions and resulting cost overruns are not normal even on large and complex projects. When they do occur, they can have catastrophic consequences.

For the purpose of the Study and this Report, "schedule delays and disruptions" cover situations in which the work cannot be completed approximately by the scheduled date of substantial completion, or in which the sequence of activities and progress is erratic and not as originally scheduled. Such schedule delays and disruptions are not usually under the control of the contractor, whether he is a separate prime contractor

or a subcontractor. The Contractor's work, in most cases, cannot be performed until preceding work has been performed by other contractors or subcontractors. **Cost overruns experienced from piecemeal, delayed and disrupted construction progress are many.**

Contractors who have experienced serious schedule problems report that factors that directly relate to the productivity of the work force are the most significant effects of these problems. **Loss of momentum and productive rhythm is the greatest of these factors, followed by the need for redundant mobilization and demobilization in various job areas, and by demoralization of employees.**

Change Orders that are numerous, large or late can create significant problems in maintaining an orderly schedule. Such changes often require removal of what already has been installed and installation of something else. Delays are incurred while waiting for materials to replace those that had previously been obtained. **Changes frequently require breaking the sequence of planned operations and diverting crews and equipment to the change order work.**

The progress of the work is often delayed for significant periods of time by the need to correct or complete erroneous or incomplete design drawings and specifications.

Labor cost and related direct job expenses are more subject to influence from outside sources than other elements of cost. Some people may erroneously conclude that one hour's labor by an electrician, pipe fitter, plumber or other craftsman should produce the same amount of construction regardless of when it is performed and what other work is being done before, after and concurrently by the craftsman and his fellow workers.

Request for Equitable Adjustment was commissioned

IPL retained SDC & Associates, Inc. (SDC), a construction consulting firm, to research and analyze the project documents, construction events, delays and the schedule for the Project to determine the compensability of delays and disruptions occurring to the project.

In the following pages of this Request for Equitable Adjustment (REA) is presented a narrative with back-up, showing delays and disruptions to IPL's work caused by the major issues as described in this REA.

Background and qualifications of the lead consultant

SDC is a construction consulting firm formed in 1994 by Anwar Hafeez, a trained civil engineer whose over 45 years of construction experience include serving as project manager for Bechtel in the major expansion of Los Angeles International Airport (1983-85), Senior

Project Manager for Tutor-Saliba-Perini in the construction of the San Diego Convention Center (1987-90) and for Tutor-Saliba the Los Angeles Central Library (1990-94), as well as project management for various large construction project on both the East Coast and West Coast including the Washington DC Metro (WMATA subway), Walter Reed Army Hospital Barracks and the First US Armed Forces Medical University at Bethesda, MD. All told over \$1.4 Billion in major landmark construction projects.

SDC is generally recognized as an expert in construction claims, construction management, CPM scheduling, Time Impact Analysis, Litigation Support, Alternate disputes resolution, pricing claims, claims analysis of third party pricing, insurance & expert testimony. The principals of the company have priced and successfully negotiated over \$350,000,000 in claims and change orders in the past over 45 years. Mr. Hafeez holds a BSC in Civil Engineering.

Additional qualifications of the principals include being a Certified Arbitrator and Mediator, Member WMATA Dispute Review Board (DRB), pre-qualification for the Boston Central Artery/Tunnel Dispute Review Board, and they have presented cases before DRB's for the Los Angeles Metropolitan Transit Authority, Caltrans, and numerous private arbitrations and mediations. They have Arbitration, Mediation and Litigation Support experience on many cases.

SDC's principals are active members of numerous trade associations including Associated General Contractors, American Subcontractors' Association, National Electrical Contractors Association, National Association of Women in Construction and Contracting Opportunities Center of Southwestern College. SDC is a member of the American Bar Association (ABA) Construction Industry Forum, the American Arbitration Association (AAA), Conflicts Resolution Center International, California Disputes Resolution Council, Southern California Mediation Association, Construction Financial Managers Association (CFMA), Southern California Contractors Association (SCCA), Forensics Consultants Association of San Diego and Experts Witness Association.

The Purpose of this Request for Equitable Adjustment

The purpose of this Request for Equitable Adjustment is to seek compensation for delays and disruptions to the scheduled project work, as stated in the below, but not limited to, major issues and narrative that follows:

- **Issue No. 1 – Bulletin 5 Issue (Including 5 Acre Easement Issue)**
- **Issue No. 2 – Bulletins 7 & 21 (Including Suspension of Work)**
- **Issue No. 3 – Excess Site Material & Delays in Exporting**

NARRATIVE OF ISSUES & ENTITLEMENT FOR MERIT

Introduction:

The following issues have caused delays and disruptions to IPL's work. These delays and disruptions were not caused by IPL and are caused by the actions and/or inactions of USACE. The purpose of this Request for Equitable Adjustment is to seek additional compensation and time extensions for IPL due to delays and disruptions caused, but not limited to, the following issues:

**Issue No. 1: Bulletin 5 Issue (Including 5 Acre [Exhibit 4]
Easement Issue)**

ISSUE OVERVIEW

Revised Contract Work related to Bulletin 5 was issued by USACE. This bulletin contained revised Civil Drawings and Specification changes to the project. These changes and the unavailability of approximately 5 acres located at the northwest corner of the project impacted IPL's efficiency and natural progression of work. IPL's original site work and topography were changed and IPL was forced to import material that they had anticipated would be available from the 5 acre easement for processing for backfilling.

SUMMARY OF ISSUE

01/16/14	TCC Letter COE-S0081 to USACE states: "Pursuant to our letter COE-S0067 dated 12/12/13, related to access to the approximately 5 acres in the northwest corner of the site, this letter will outline other earthwork constraints related to the availability of this portion of the site. As we discussed on 01/14 /14the site was originally an export of approximately

	<p>48,000cy and during the UXO investigation during the suspension of work approximately 28,000cy to 31,000cy of material was screened offsite and was not returned. This material has been deemed inaccessible to us for our use on this project. On the surface this would appear to be benefit to the project, however this is not the case. The project was projected as a 48,000cy export however we expected to process this material through our screening operation to support the LEED requirements of the project so there would have been an export of some quantity at the end of the project, not on the first day.</p> <p>Our original work plan was to excavate the cut areas and process this material through the onsite screening plant for reuse of materials for backfill, utility bedding and roadways. Absent the availability of the easement area, or the materials removed during UXO investigation during the project's suspension, we will be required to import the necessary material at an increased cost to the project."</p>
02/24/14	<p>USACE RFP-014 to TCC states:</p> <p>"In Accordance with the Contract Clause entitled "Changes, FAR 52.243-4, Request for Proposal for SH024, Construction Bulletin #5 – Revise Civil Drawings; Contract W912-PL-12-C-005, Weed Army Community Hospital Replacement at Fort Irwin, CA.</p> <p>A price detailed proposal is requested for the following scope of work: the Contractor shall provide all labor, materials and equipment necessary to revise the civil drawings, per Construction Bulletin #5, 02/14/14."</p>
04/03/14	<p>USACE Letter C-0084 to TCC states:</p> <p>"This letter serves as the notification to lift the restriction on the 5 acres of land in the northwest corner of the project site. The plot of land is now available for use by your firm for construction of the Weed Army Community Hospital Replacement Project. You may proceed with construction activities in this area. Please include a cost to relocate your construction fence to enclose this 5 acres plot of land in Bulletin 5 changed order."</p>
08/24/15	<p>IPL letter to TCC states:</p> <p>"Furthermore, during mid-2014, IPL imported fill material from the MMRP site totaling approximately 10,200cy in order to fulfill the schedule related to the hospital/clinic foundation. This work was done related to Bulletin 5 and "5 acre issue" (reference your COE letter S-0081). Interwest proceeded at our risk to benefit of Turner and the Government. Your letter requests a credit for the reduced haul route. At this time, it is our position that should we replace this material to that site, it will be at no credit to the Government. It did not financially benefit us to haul the material to the site, nor were we paid to load and haul the material on-site."</p>

DELAY ANALYSIS

Due to the issuance of Bulletin 5, which issued revised Civil Drawings for the project, and which changed IPL's scope of work, IPL experienced the following activities being delayed:

Type of Correspondence	Start of delay	End of delay	Activity Affected	Activity Description
See Correspondence Above	2/27/2014	8/7/2014	See Below	See Below
			S_4460	Gr Perim Rd –South Rd & Adj Pkg
			S_5290	Rough Grading Solar Site
			S_5250	Rough Grading –Cent Plant Pad
			S_1640	Rough Grading –Hosp/Clin Pad
			S_5250	Rough Grading –Cent Plant Pad
			S_4460	Gr Perim Rd –South Rd & Adj Pkg
			S_4420	Gr Perim Rd –East Rd & Adj Pkg
			S_4470	Gr Perim Rd –West Rd & Adj Pkg
			S_5290	Rough Grading Solar Site
			HFC4_6340	Backfill Found Wall 3.6-1.8
			HCF1_6420	Backfill A Line Wall
			B5-1070	*ACOE Release Soil from 5 Acres
			B5-1060	*ACOE Release Soil from (across the street)
			B5-1080	*Remobilization Soil Subcontractor
			B5-1090	*Begin Add'l Soil Processing
			B5-1140	*Added Earthwork Duration for Site Grading S
			B5-1110	*Added Duration for Site Grading NE

ENTITLEMENT FOR MERIT

IPL's intent on this project was to systematically work in an efficient manner by performing work in a given area before moving to the next section. While performing their contractual activities, IPL was informed that a 5 acre parcel located at the Northwest corner of the project was unavailable to IPL due to the question of ownership of the parcel. IPL continued their work in other less-efficient areas on good faith with the goal of forward momentum on the project. IPL, at no fault of their own, could not have known that land ownership would hinder the job progression and therefore has established Entitlement for Merit.

Entitlement for Merit is also established by the USACE issuance of Bulletin 5. Therefore, IPL is entitled to all the direct, delay and disruption costs associated with Bulletin 5.

Issue No. 2 - Bulletins 7 & 21 (Including Suspension of Work)

[Exhibit 5]

ISSUE OVERVIEW

USACE issued a Suspension of Work by Bulletins 7 & 21 on this project which directly delayed and disrupted IPL's contract work. Initially, it was unclear exactly which of TCC's subcontractor's contract work was affected by this Suspension of Work. After numerous discussions to clarify the stoppage of contract work, IPL was directed to complete "contractual backfill" during the Suspension of Work before commencing on the Suspension of Work Notice issued by the USACE. During this time, IPL was also directed to build an additional crane pad that was not included in their scope of work.

SUMMARY OF ISSUE

04/14/14	<p>USACE RFP-0020 to TCC states:</p> <p>"In accordance with Contract Clause, "Changes", we request a proposal to perform the following work. This pending change may be referenced as SH030, "Redesign of Fuel Tanks – Bulletin 7."</p> <p>Scope of Work</p> <p>Contractor shall provide material and labor to incorporate changes in the re-design of the fuel tanks to meet San Bernardino County requirements. Please see attached Narrative from A/E RLF for changes in drawings and specifications."</p>
08/07/14	<p>USACE letter C-0164 to TCC states:</p> <p>"Reference is made to FAR Clause 52.242-14. "Suspension of Work" for subject contract. You are hereby directed to suspend all works associated with the Underground Water Tanks and all utilities including manholes works within 100 feet of the Underground Water Tanks."</p>
08/12/14	<p>IPL daily report states:</p> <p>"Description: Partial Suspension of work in place on water tank and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."</p>
08/13/14	<p>IPL daily report states:</p> <p>"Description: Partial Suspension of work in place on water tank and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."</p>
08/18/14	<p>IPL daily report states:</p> <p>"Description: Partial Suspension of work in place on water tank and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."</p>
08/18/14	<p>USACE letter C-0167 to TCC states:</p> <p>"Reference is made to the Government's Serial Letter C-0164 "Suspension of Work UG Water Tank" and you Serial Letter S-0175 requesting clarification on the suspension of work for the UG Water Tank.</p> <p>Provided as a clarification are the narrative from RLF and five sheets of drawings</p>

	<p>describing the suspended works. The suspended works are described in the narrative and the highlighted portion of the drawings, with the exceptions of MH-30 and pump House's foundation and wall. The Government understands MH-30 and Pump House's walls & foundation have been installed.</p> <p>In addition, the duration of the suspension will be for 120 days."</p>
08/19/14	<p>IPL daily report states: "Description: Partial Suspension of work in place on water tank and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."</p>
08/20/14	<p>IPL daily report states: "Description: Partial Suspension of work in place on water tank and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."</p>
08/21/14	<p>IPL daily report states: "Description: Partial Suspension of work in place on water tank and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."</p>
08/22/14	<p>IPL letter to TCC states: "Reference government letter dated 08/18/14 clarifying the partial project suspension to be 120 days and IPL's letter 08/12/14. Interwest has equipment mobilized on-site to complete our contract task that now cannot be efficiently utilized elsewhere and will not be available to resume construction upon release of the suspension."</p>
08/25/14	<p>IPL daily report states: "Description: Partial Suspension of work in place on water tank and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."</p>
08/26/14	<p>IPL daily report states: "Description: Partial Suspension of work in place on water tank and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."</p>
08/27/14	<p>IPL daily report states: "Description: Partial Suspension of work in place on water tank and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."</p>
08/28/14	<p>IPL daily report states: "Description: Partial Suspension of work in place on water tank and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."</p>
09/02/14	<p>IPL daily report states: "Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."</p>
09/03/14	<p>IPL daily report states: "Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."</p>
09/03/14	<p>USACE letter C-0174 to TCC states: "The partial suspension of work is further defined, as described in FLR's letter dated 08/27/14 (enclosed). Effective immediately, such SUSPENSION OF WORK shall include all activities associated with the work described, including administrative actions, procurement, physical work, submittals, subcontracts, and</p>

	<p>so forth.</p> <p>You are hereby directed to identify and provide the status of all activities, related to this partial suspension of work, no later than 09/10/14. Specifically, provide status, such as: Construction completed, Construction Partially Completed (% completed), Materials Delivered Onsite but Construction Has Not Started, Materials Are Fabricated Offsite but Not Delivered Onsite, Materials Are Ordered But Not Fabricated, Submittals Approved, Submittals Not Yet Submitted, etc.”</p>
09/04/14	<p>IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”</p>
09/08/14	<p>IPL letter to TCC states: “Interwest has previously provided a notice of standby costs and will continue to realize these costs until the release of this suspension. This suspension is dissimilar from the previous suspension as Interwest has substantial equipment and personnel mobilized, as well as site-specific overhead. The previously submitted standby costs are not the only impact to Interwest. Now, with the CUP included, additional equipment that would be utilized for the over-excavation of the foundation cannot be utilized efficiently or, in some cases, entirely. We had also began construction on the water tank mat slab, only to be stopped immediately that morning. Not allowing the backfill of the water tank and construction of the CUP will disallow building of ditches, berms and rain gardens in the surrounding areas. It will also prohibit a portion of the solar field construction as the backfill material is partially stockpiled on the field itself. The majority of our equipment is now standing by, awaiting the availability of these tasks. Note, there will be additional time required for the mobilization of personnel.”</p>
09/18/14	<p>IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”</p>
09/24/14	<p>TCC issues Agreement No. 4700003092 to IPL authorizing change in contract pricing adding \$29,657.00 to “Relocate Spoil Pile per direction provided by Turner Field Staff.” To IPL’s contract.</p>
09/24/14	<p>IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”</p>
09/29/14	<p>IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”</p>
09/30/14	<p>IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’</p>

	currently on standby.”
10/02/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/06/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/07/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/08/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/09/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/13/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/14/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/15/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/16/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/20/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/21/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/22/14	IPL daily report states:

	“Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/23/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/24/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/27/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/28/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/29/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
10/30/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
11/03/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
11/04/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
11/05/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
11/06/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
11/10/14	IPL letter to TCC states: “As exhaustively discussed, the suspension of the water tank and surrounding area has wreaked havoc on the project’s schedule; and, yet again, changed the

	<p>scope of our contract dramatically. The loss of efficiency and productivity that has impacted my company due to this is extensive. We are in receipt of the government's letter partially lifting of the suspension to backfill "per the original contract" and have done so in good faith, regardless of the change in scope. Per previous discussions, part of this backfill requires structural fill for the CUP foundation and has changed the scope of our backfill. We have reached a point where backfill cannot be continued until suspension of the CUP's footings and structures has been lifted, and compensation for the additional backfill is provided. Completing the backfill would also require the footings to be re-excavated at a later time, which is not part of our contract. Due to the major change in scope and imminent plan changes, a modification needs to be in place prior to continuing.</p> <p>In order to fulfill the schedule and move towards completing our contract, we need to progress and complete the west portion of the project, its associated ditches, berms and roadways. As this area holds the remainder of the material for the site, we will either need to export this material or stockpile it on-site for later usage in backfilling the estimated additional 9,800cy. Please note that exporting this material will cause a shortage related to the deletion of the water tank, demolition of part of the pump station and will later have to be replaced. To identify the affected areas, I have attached a drawing to this letter. While we have been having verbal discussions, we are at a juncture where we can no longer wait for an official response. At this point, without direction to stop work on the west parking area and ditches, or to stockpile the material (with acceptance of additional handling costs), we are notifying you and the Government that we need to export Satisfactory Material per Section 31, 3.6 to the area defined by the bid RFI's. Note that with the quantity and rate of material being exported, support equipment will be required to expeditiously stockpile the material. Standby time is not part of our contract and will not be acceptable. Again, it is imperative that you understand that this will create a material shortage when the suspension is lifted and backfill is resumed. Replacing this material will be at additional cost. This work cannot be completed until an approval or decision is made."</p>
11/11/14	<p>IPL daily report states: "Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."</p>
11/12/14	<p>TCC letter to IPL states: "I am in complete agreement that you need to complete the work on the West side of the site. A line will be available up to 10 line a week of 11/17/14 the L2 deck is being poured on 11/13/14 In addition the L2 deck is Sequence 2/3 will be poured by the 1st week in December, making the area on the West elevation of the Hospital/Clinic available for backfill by the 2nd week in December.</p> <p>Every indication from USACE is that they will be lifting the SOW at the CUP by 12/05/14 which then should provide more area to backfill. We do know the elevation of the CUP is not changing. If we need to stockpile material then this</p>

	should be figured into your proposal once the SOW has been lifted.”
11/12/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
11/13/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
11/17/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
11/18/14	IPL daily report states: “Description: Partial Suspension of work in place on CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
11/19/14	IPL daily report states: “Description: Partial Suspension on CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
11/20/14	IPL daily report states: “Description: Partial Suspension of work in place on water tank, pump house, CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
11/24/14	IPL daily report states: “Description: Partial Suspension of work in place on CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
11/25/14	IPL daily report states: “Description: Partial Suspension of work in place on CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
11/26/14	IPL daily report states: “Description: Partial Suspension of work in place on CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
12/01/14	IPL daily report states: “Description: Partial Suspension of work in place on CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
12/02/14	IPL daily report states: “Description: Partial Suspension of work in place on CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
12/03/14	IPL daily report states: “Description: Partial Suspension of work in place on CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
12/04/14	IPL daily report states: “Description: Partial Suspension of work in place on CUP and surrounding area by USACE. Equipment listed with ‘idle time’ currently on standby.”
12/05/14	IPL daily report states: “Description: Partial Suspension of work in place on CUP and surrounding area

	by USACE. Equipment listed with 'idle time' currently on standby."
12/08/14	IPL daily report states: "Description: Partial Suspension of work in place on CUP and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."
12/08/14	TCC letter to IPL states: "You are hereby directed to proceed with the Work contained in Bulleting 21 in accordance with FAR 52.232-22 and 52.216-24 and are authorized to spend an additional \$325,000 associated with this issue. This work includes but is not limited to additional earthwork relating to the underground storage tank and partial demo of the fire pump house foundations."
12/09/14	IPL daily report states: "Description: Partial Suspension of work in place on CUP and surrounding area by USACE. Equipment listed with 'idle time' currently on standby."
12/15/14	IPL daily report states: "Screened S.G.M. associated with Bulleting 21 water tank and pump house fill."
12/15/14	IPL daily report states: "Description: Bulletin 21 work done this date: screening material for fill."
12/16/14	IPL daily report states: "Installed S.G.M. fill associated with Bulletin 21 water tank & pump house backfill."
12/16/14	IPL daily report states: "Description: Screened and Installed S.G.M. fill associated with Bulletin 21 water tank & pump house backfill."
12/17/14	IPL daily report states: "Put in S.G.M. fill associated with the Bulletin 21 water tank & pump house backfill. Screening more S.G.M."
12/17/14	IPL daily report states: "Description: Bulletin 21 water tank & pump house back fill and screening."
12/18/14	IPL daily report states: "Screened more fill and S.G.M. Put more fill associated with Bulletin 21 water tank & pump house backfill."
12/18/14	IPL daily reports states: "Description: Bulletin 21 water tank & pump house back fill."
12/19/14	IPL daily report states: "Screened more fill and S.G.M. Installed it in the water tank area associated with the Bulletin21 water tank & pump house backfill."
12/19/14	IPL daily report states: "Description: Bulleting 21 water tank & pump house backfill."
12/22/14	IPL daily report states: "Screened more fill and S.G.M. with 2 screens. Put more fill in the water tank area associated with Bulletin 21 water tank & pump house backfill."
12/22/14	IPL daily report states: "Description: Bulletin 21 water tank and pump house backfill."
12/23/14	IPL daily report states: "Ran both Screens making fill and S.G.M. Put more fill in the water tank area associated with Bulletin 21 water tank & pump house backfill."

12/23/14	IPL daily report states: “Description: Bulletin 21 water tank & pump house backfill.”
12/30/14	IPL daily report states: “Ran both screens making S.G.M. Put fill & S.G.M. in the pump house associated with Bulletin 21.”
12/30/14	IPL daily report states: “Description: Bulletin 21 water tank & pump house backfill.”
01/05/15	IPL daily report states: “Ran both screens making SGM. Put fill & SGM in the water tank area associated with Bulletin 21.”
01/05/15	IPL daily report states: “Description: Bulletin 21 water tank & pump house backfill.”
01/06/15	IPL daily report states: “Ran both screens making SGM. Put more fill & SGM in the water tank are associated with Bulletin 21.”
01/06/15	IPL daily report states: “Description: Bulletin 21 water tank & pump house backfill.”
01/07/15	IPL daily report states: “Ran both screens making SGM. Put more fill & SGM in the water tank are associated with Bulletin 21.”
01/07/15	IPL daily report states: “Description: Bulletin 21 water tank & pump house backfill.”
01/08/15	IPL daily report states: “Ran both screens making SGM. Put fill & SGM in the pump house associated with Bulletin 21.”
01/08/15	IPL daily report states: “Description: Bulletin 21 water tank & pump house backfill.”
01/12/15	IPL daily report states: “Description: Bulletin 21 water tank & pump house backfill.”
01/13/15	IPL daily report states: “Hauled SGM & fill to the pump house area and place & compacted it, associated with Bulletin 21.”
01/13/15	IPL daily report states: “Description: Bulletin 21 water tank & pump house backfill.”
01/14/15	IPL daily report states: “Hauling, placing & compacting SGM & fill in the water tank area, associated with Bulletin 21.”
01/14/15	IPL daily report states: “Description: Bulletin 21 water tank & pump house backfill.”
01/15/15	IPL daily report states: “Description: Bulletin 21 water tank & pump house backfill.”
01/19/15	IPL daily report states: “Description: Bulletin 21 water tank & pump house backfill.”
01/27/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”

01/28/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
01/29/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/02/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/03/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/04/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/05/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/06/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/09/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/10/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/11/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/12/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/17/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/18/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/19/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/23/15	IPL daily report states: “Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds.”
02/24/15	IPL daily report states:

	"Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds."
02/25/15	IPL daily report states: "Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds."
02/26/15	IPL daily report states: "Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds."
03/02/15	IPL daily report states: "Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds."
03/03/15	IPL daily report states: "Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds."
03/04/15	IPL daily report states: "Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds."
03/10/15	IPL daily report states: "Description: Bulletin 21 water tank foundation and retaining wall cannot be graded or over-excavated due to exhausted authorized funds."
03/11/15	TCC Agreement No. 4700003092 Authorizes funds to IPL for work related to Bulletin 21 in the amount of \$147,212.00. This agreement references PCO-0162.
03/11/15	IPL daily report states: "Description: Additional funds authorized for Bul-21 today. Re-mobilizing to complete part of this work. Water tank foundation cannot be over-excavated until details are provided by manufacturer (per plan page P-AE203 note 8)."
03/12/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
03/16/15	IPL daily report states: "Description: Bul-21 retaining wall and water foundation awaiting manufacturer specifications before construction can continue."
03/17/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
03/18/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
03/19/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
03/23/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
03/24/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting

	manufacturer specifications before construction can continue.”
03/25/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
03/26/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
03/30/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
03/31/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/01/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/02/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/06/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/07/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/08/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/09/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/13/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/14/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/15/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/16/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/20/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”

04/21/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/22/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/23/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/28/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/29/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
04/30/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
05/04/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
05/05/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
05/06/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
05/07/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
05/11/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
05/12/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
05/13/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
05/14/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
05/18/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
05/19/15	IPL daily report states:

	"Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
05/20/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
05/21/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
05/26/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
05/27/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
05/28/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
06/01/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
06/02/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
06/03/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
06/04/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
06/08/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
06/09/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
06/10/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
06/11/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
06/15/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue."
06/16/15	IPL daily report states: "Description: Bul-21 retaining wall and water tank foundation awaiting

	manufacturer specifications before construction can continue.”
06/17/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
06/18/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
06/22/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
06/23/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
06/24/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
06/25/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
06/29/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
06/30/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/01/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/02/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/06/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/07/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/08/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/09/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/13/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”

07/14/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/15/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/16/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/20/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/21/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/22/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/23/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/27/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/28/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
07/29/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
08/03/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”
08/04/15	IPL daily report states: “Description: Bul-21 retaining wall and water tank foundation awaiting manufacturer specifications before construction can continue.”

DELAY ANALYSIS

The following documentation demonstrates the delays to IPL's work on this project:

Type of Correspondence	Start of delay	End of delay	Activity Affected	Activity Description
See Correspondence Above (120 Day Suspension)	08/07/14	12/07/14*	See Below	See Below
			PCO097.76 Bull 7	PCO 097 Grade for Add'l Sidewalks over Fuel Pip
			PCO097.10 Bull 7	PCO 097 Additional Tank Exc/Initial Backfill
			PCO097.70 Bull 7	PCO 097 Layout & Exc Perimeter Ftgs at Cooling
			PCO097.80 Bull 7	PCO 097 Overexcavate & Backfill @ Deep Ftgs
			PCO097.15 Bull 7	Perimeter Footing Layout & Excavation
			PCO097.17 Bull 7	Overexcavate Footings
			PCO097.19 Bull 7	Backfill & Finish Wall
See Correspondence Above (Bulletin 21)	12/08/14 **	Ongoing	See Below	See Below
			S_5260	Fin Grade –Garden, Curbs, Walks
			S_4470	GR Perim Rd –West Rd & Adj Pkg
			S_4460	Gr Perimeter Rd –South Rd & Adj Site
			S_9110	Install Drainage Ditches D-1
			S_9140	Install Drainage Ditches D-1A
			S_9120	Install Drainage Ditches D-2
			S_9150	Install Drainage Ditches D-4
			S_9160	Install Drainage Ditches D-4A
			S_9170	Install Drainage Ditches D-5

	S_9180	Install Drainage Ditches D-5A
	S_9190	Install Drainage Ditches D-5B
	S_3080	*Filter Media Install for Rain Garden, East
	S_9100	Backfill Water Storage Tank
	CPFP_4340	Backfill Walls 1 st Lift
	CPFP_6820	Backfill to Grade
	PCO0146.62	Remove Stockpile Northwest
	PCO0146.52	Remove Stockpile Southwest
	PCO0146.42	Remove Stockpile Southeast
	PCO0146.31	Re-Mobilize Soil Contractor
	PCO0146.19	Mobilize Demolition Equipment
	PCO0146.10	TCCO/Sub Find/Prepare Suitable Backfill Mat'l
	PCO0146.43	Add'l Backfill of Storage Tank to Demo Point
	PCO0146.12	Demo Top X Feet of Strage Tank
	PCO0146.13	Add'l Backfill at Water Storage
	PCO0146.37	Water Tank On-site Construction (Note: Includes over-excavation of new tank foundation and retaining walls)

* **SDC Note:** This is the date before the Suspension of Work is lifted and Directive to Proceed is issued by TCC to IPL

** **SDC Note:** This is the date issued by TCC to IPL to perform the added work outlined in TCC's letter to IPL

The following should be noted:

- IPL was directed by TCC to perform contractual backfill during the 120-day suspension. IPL worked from 10/13/14 to 11/25/15 for a duration of 62 Calendar Days. 120 Calendar Days – 62 Calendar Days = 58 Calendar Days of Delay Days.
- As of the date of this REA, issues related to Bulletin 21 are ongoing. Manufacturer Specifications are required to continue work thus, this delay has not been resolved and IPL reserves the right for additional compensation and additional delay days as applicable, should the delay create more costs incurred by IPL, beyond the costs submitted in this REA.

ENTITLEMENT FOR MERIT

IPL, through no fault of their own, suffered inefficiencies and delays due to the USACE initiated Suspension of Work (SoW). IPL worked closely with TCC and USACE to facilitate excavation and backfill on the project during the SoW in order ensure that the delays and disruptions would be minimized. IPL's efforts included the addition of manpower and equipment that were not included on IPL's planned contract work. Despite IPL's goodwill efforts, delays and additional costs were incurred and IPL was financially impacted. Had USACE not issued the SoW, IPL would not have required additional manpower and equipment to maintain the Critical Path and therefore, IPL establishes Entitlement for Merit.

Even after the SoW was lifted on 12/08/14, TCC directed IPL to perform additional work outlined in Bulletin 21, thus further establishing Entitlement for Merit for IPL.

Therefore, IPL is entitled to all the direct, delay and disruption costs associated with the SoW issued by USACE and the subsequent additional work that IPL was directed to perform after the SoW was lifted.

Issue No. 3: Excess Site Material – Delays in Exporting

[Exhibit 6]

ISSUE OVERVIEW

IPL was faced with excess material and excess material handling from the onset of the project due to the fact that USACE kept shutting down the trucking operations due to the firing range being active and the unavailability of the contractually stated quarry and the alternate dump sites being out of room and were unable to accept more material. IPL could not have anticipated the additional material or the delays to handling that they encountered. Despite IPL's continued efforts and through no fault of their own, dump site access and availability evaded them on this project.

SUMMARY OF ISSUE

03/26/15	IPL daily report states: "2- 10 wheelers exported 4 loads of unsatisfactory material. They were stopped hauling down range due to range activity. This is an impact to work schedule."
03/30/15	IPL letter to TCC states: "Over the recent weeks, while Interwest was exporting site material to a location provided by USACE, the Government (range control) stopped our trucks from accessing the dump site multiple times. On 03/26/15 (Thursday) they were stopped completely and were on standby for most of the day. Please provide an alternative arrangement so our trucks can dump material without delay. Interwest cannot further provide trucks until this issue is resolved. This will impact the schedule. Please note this includes trade spoils and parking lot excavations that are important activities needing completion in the near future. If we are required to double handle material, this will be at additional cost."
06/01/15	<p>IPL letter to TCC states: "Over the past months, Interwest has attempted to export excess site material to the fort Irwin Quarry down range. After numerous instances of our trucks being stopped after only one or two loads, we were told we had to "coordinate" with Range Operations to find when range access is possible. This part-time access is not conducive to contract completion. In many cases, we have been required to stockpile material on-site, including the cost of double handling. We are at a point we need to excavate thousands of yards for rain gardens and other on-site features, and need the material to be removed from the site as the excavation is completed. We cannot further stockpile on-site. Upon discussions with Range Operations, we have been told the range can close at any time, for any reason. We have also been notified the current rotation restricts range access for the next few weeks. Mobilizing a truck to Fort Irwin and incurring standby time and minimum hourly charges has impacted our company financially. Interwest needs to be able to export without delay or restrictions.</p> <p>We are therefore notifying you that we reserve the right to claim these cost as impacts.</p>

Interwest Narrative Addition for Export Delays:

The export delay impact is related to the various bulletins and the suspension of work as the additional trade spoils from new utilities and utility line relocations added considerable trucking duration for haul off as well as pushed the schedule into a time where other contractors on the post were utilizing the dumpsite specified by the CoE. There have also been multiple road closures and other dump accessibility issues that have occurred after the export of site materials would have been completed. While the dumpsite was adequate to handle the contract export material, the added trade spoil material as well as other contractors on post utilizing said site required Interwest to move piles out of the way and incur standby/stoppage time for its trucks. The CoE tried to provide an alternative dumpsite with RFP 143; however, an issue with SWPPs and ownership arose and prohibited both sites from being utilized. Interwest sourced other sites on post and utilized these sites to their maximum potential to relieve range issues and some cost to the Government. At this time we have not included or calculated the truck stoppage time.

	Please provide direction at your earliest convenience as time is of essence.”
06/09/15	TCC letter COE-S-414 to USACE states: “Please find attached letter from Interwest Pacific concerning issues with disposal of materials from this project site. In addition to the issues described by the attached, the haul route that range control is now requiring to access the dump site is different than that which was originally planned and in excess of the 6 miles identified in the specifications. Turner also was notified on 06/01/15 that the dump site is out of room and cannot accept more material. In accordance with Article 52.243-4, please be advised that we consider this issue to be a change causing an increase in the cost of and time required for the performance of the work. We have assigned our PCO No. 224 to this issue, and believe the rough order of magnitude of the costs for this issue to be \$50,000. This issue is preventing the export of excess material from the site and is impacting various site work activities. As a result, Turner requests an immediate authorization of funds and direction to proceed.”
06/10/15	IPL daily report states: “Doing more grading on the Mary Walker Path. Hauling material off the job and have delays because of the detour. 2 end dumps.”
06/30/15	USACE letter RFP-0143 to TCC states: “In accordance with the Contract Clause, “Changes”, we request a proposal to perform the following work. This pending change may be reference as SH143 – Landfill Access thru Range.
08/10/15	IPL daily report states: “Rain garden at catch basins 33 and is not constructible due to trade storage. Export excess material. No more room to dump at range dumpsite. Our equipment had to clear a spot to dump. This delayed progress.”
08/12/15	IPL daily report states: “Rain garden at catch basins 33 and is not constructible due to trade storage. Export excess material. No more room to dump at range dumpsite. Our equipment had to clear a spot to dump. This delayed progress. Continued over excavation/grading at the East Perimeter Road. Hauled 44 each loads of excess soil from East Perimeter Road to the Range. Excavation & Grading of rain garden #117. Stockpiled the Exc. adjacent for haul off.
08/17/15	IPL daily report states: “Export excess material down range, we are running out of room. This is becoming an issue, slowing the round trip time down. It appears that we will be out of room by COB 08/18/15. Hauled 20 each loads of excess soil from East Perimeter Road to the Range. Loaded & hauled 23 loads of dirt from West of South parking lot berm pile.”
08/18/15	IPL daily report states: “Export excess material down range, we are running out of room. This is becoming an issue, slowing the round trip time down. It appears that we will be out of room by COB 08/18/15 OR 08/19/15. Hauled 25 each loads of excess soil from West of the South Parking Lot Down Range & 27 loads = Rock Truck to the Mary Walker.”

08/19/15	<p>IPL daily report states: “Export excess material down range, we are running out of room. This is becoming an issue, slowing the round trip time down. It appears that we will be out of room by COB 08/19/15. Hauled 10 each loads of excess soil from West of the South Parking Lot Down Range. Hauled 73 loads of excess material to WTP.”</p>
08/20/15	<p>IPL daily report states: “Export excess material down range, we are running out of room. This is becoming an issue, slowing the round trip time down. It appears that we will be out of room by COB 08/19/15-08/20/G15. Hauled a total of 57 each loads of excess soil from West of the South Parking & West half of The East Perimeter Road OX to Down Range.”</p>
08/24/15	<p>IPL daily report states: “Hauled a total of 39 each loads of excess soil from this location & the Berm Pile West of the South Parking Lot. Per the direction of Tom Carnahan (TCCO) at today's 07:45 meeting, Harmeson (TCCO) & Jaime Jimenez (IPL) visited the Range dump site to verify/confirm that we are actually running out of room. Harmeson & I agreed that on the right side area that there is area for +/- 160 loads to dump only, then the trucks will not be able to turn around anymore. The left side area is out of the question at this point due to the US Army performing Combat Training Exercises. The left side area also has additional issues such as access of the main road needs to have additional gravel or stable soil added so the trucks won't get stuck in the soft sand. IPL needs direction on what to do when we are out of room at the range which is going to be any day now.”</p>
08/24/15	<p>IPL letter to TCC states: “Over the past months, Interwest has attempted to export excess site material to the Fort Irwin Quarry down range met only with delays related to range access, lack of material stockpile areas and range/construction road closures. While Interwest has sourced alternative dump sites, we are informing you we will be out of room to dump efficiently by 08/27/15 if we continue hauling at our current rate. At this time, we will need an alternative dump site or cease export operations which will impact the schedule dramatically. Interwest has provided equipment to clean up this dump location multiple times as a measure of goodwill at no cost to the Government.”</p>
08/26/15	<p>IPL daily report states: “Hauling out material to the range dump site. 33 loads today. The dump site is full.</p> <p>Hauling out material has stopped till we get a new dump site. This will impact completion of all ditches and remaining work on site. This will cause double handling which will be at extra cost.”</p>
08/26/15	<p>IPL letter to TCC states: “Reference our letters dated 03/30/15, 06/01/15, 08/24/15 and your letter regarding RFP 143. We have run out of accessible space to stockpile excess site material as of 14:30hrs 08/26/15 at the Fort Irwin Quarry. The delay is an impact to our company and we are evaluating the cost associated. Note there may be delay related to remobilizing trucks and personnel to continue exporting when an</p>

	alternative site is reached.”
08/27/15	IPL daily report states: “Piling the dirt at the east end of the ditch, because we have no place to haul it off site. This required double handling and will be claimed at extra cost.”
10/05/15	IPL daily report states: “Trade spoils hauled offsite: Load & haul Stronghold Eng. Trade spoils from their stockpile South of the CUP to the dump site down range. Total=30 each loads.”
10/12/15	IPL daily report states: “Trade spoils hauled offsite: Load & haul trade spoils to the dump site down range. Went down and leveled off some of the dump site with the 966 loader. 6 hrs.”
10/13/15	IPL daily report states: “Trade spoils hauled offsite: Load & haul trade spoils to the dump site down range. Went down and leveled off some of the dump site with the 966 loader. 7 hrs.”
10/15/15	IPL daily report states: “Trade spoils hauled offsite: Load & haul trade spoils to the dump site down range.”
10/28/15	IPL daily report states: “Trade spoils hauled offsite: Hauled excess site and trade spoils from job site to dump site down range.”
10/29/15	IPL daily report states: “Hauled excess site & trade spoils from North Stockpile to laydown yard for screening & crushing. Hauled excess site and trade spoils from job site to dump site down range. (Cleaned up silt build up from last rain event on the finished subgrade of the Mary Walker Path between the Solar Panels for DMI to have truck access for storing materials. This is not contract work, please see the field invoice #2041.)”
11/02/15	IPL daily report states: “Trade spoils hauled offsite: Hauled excess site & trade spoils from North Stockpile to laydown yard for screening & crushing. Hauled excess site and trade spoils from job site to dump site down range.”
11/03/15	IPL daily report states: “Trade spoils hauled offsite: Hauled excess site & trade spoils from North Stockpile to laydown yard for screening & crushing. Hauled excess site and trade spoils from job site to dump site down range.”
11/16/15	IPL daily report states: “Material Hauled offsite: Loaded and hauled out excess site material to the dump range. 966M loader went down to the dump site and leveled in off so we can dump more material there, 8 hrs.”

11/17/15	<p>IPL daily report states: “Trade Spoils Hauled Offsite: Loaded & hauled out excess site & trade spoils to the dump site down range. Grading the northwest landscape area. Hauling out the material from that area.</p> <p>Stronghold hauled in trade spoils to the NW stockpile.”</p>
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DELAY ANALYSIS

The following documentation demonstrates the delays and disruptions to IPL’s work on this project:

Type of Correspondence	Start of delay	End of delay	Activity Affected	Activity Description
See Correspondence Above	03/26/15	11/17/15	See Below	See Below
			S_5250	Rough Grading-Cent Plant Pad
			S_5300	MFG Riprap for Drainage Ditch
			S_9110	Install Drainage Ditches D-1
			S_9140	Install Drainage Ditches D-1A
			S_9120	Install Drainage Ditches D-2
			S_9150	Install Drainage Ditches D-4
			S_9160	Install Drainage Ditches D-4A
			S_9170	Install Drainage Ditches D-5
			S_9180	Install Drainage Ditches D-5A
			S_9190	Install Drainage Ditches D-5B
			S_5260	Fin Grade –Garden, Curbs, Walks
			S_4470	GR Perim Rd-West Rd & Adj Pkg
			S_4460	GR Perim Rd –South Rd & Adj Pkg

ENTITLEMENT FOR MERIT

IPL planned to export excess site materials to the Fort Irwin Quarry as required in the contract. IPL experienced countless interruptions by USACE to this plan.

IPL was faced with excess material and excess material handling from the onset of the project due to the fact that USACE kept shutting down the trucking operations due to the

firing range being active and the unavailability of the contractually stated quarry and the alternate dump sites being out of room and were unable to accept more material.

In order to minimize delays and disruptions on this project, IPL was forced to stockpile materials due to accessibility issues, which resulted in the handling of materials more times than anticipated at bid. Additionally, IPL incurred standby charges and minimum hourly charges due to the trucks being denied access to the Fort Irwin Quarry. Since IPL, through no fault of their own, was not granted timely access to the Fort Irwin Quarry by the USACE, IPL establishes Entitlement for Merit for the delays and disruption that resulted from this action.

It should be noted that this delay has not been resolved, as of the date of submission of this REA, thus IPL reserves the right for additional compensation and additional delay days as applicable, should this delay create more costs incurred by IPL, beyond the costs submitted in this REA.

Therefore, IPL is entitled to all the direct, delay and disruption costs associated with the dump sites being full and the original quarry not made available to IPL.

**ITEM 4 REMOVED
(PAGES 43-53)**

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DELAY ANALYSIS

Using the Approved Baseline Schedule, IPL planned its work on this project like any other subcontractor to move into an area and systematically go from area to area. The final Update Schedule shows the extent of delays experienced by IPL.

In reality, the delays and disruptions caused IPL's work to be performed in a disruptive manner due to the major issues outlined in this REA that was the fault of USACE.

The delays and disruptions which delayed and disrupted IPL's contract work were numerous. Nearly every aspect of the contract work was delayed. IPL's Contract work was performed in a piecemeal, delayed and disruptive manner.

Since, IPL does not have access to the electronic copies of the Baseline Schedule and Monthly Updates and every single document relating to delays on this project, it is impossible for IPL to perform a Time Impact Analysis (TIA). Therefore, the best available method for determining the delays to IPL's work is to look at the overall planned and actual Contract Completion Dates of this project. In determining the number of Calendar Days of delay for this project, the following dates were used, per the Baseline CPM Schedule and most recent Schedule Update see the chart on page 5.

Cost Summary

Item	Description	Amount	Comments	J/F*
1	Export Trucking Delays & Stoppage Costs (Including Knockdown of Stockpiles)	\$8,402.50	See Exhibit 8	F
2	Stockpile Relocation Costs	\$50,204.70	See Exhibit 9	F
3	Bulletin 5 Import/Export Trucking Costs	\$134,269.30	See Exhibit 10	F
4	Material Escalation Costs	\$412,613.79	See Exhibit 11	F
5	REA Preparation Fees, SDC & Associates	\$31,232.50	See Exhibit 15	F
	Future Negotiation for REA, SDC & Associates (40 Hrs @ \$155.00/Hr.)	\$6,200.00		J
	SUBTOTAL:	\$642,922.79		
6	General & Administrative Costs @ 12.6%	\$81,008.27	See Exhibit 12	F
7	Extended Field Overhead Costs	\$2,099,155.57	See Exhibit 13	F
	SUBTOTAL:	\$2,823,086.63		
8	Profit @ 8%	\$225,846.93		
	SUBTOTAL:	\$3,048,933.56		
AMOUNT REQUESTED IN THIS REA		\$3,048,933.56		

*J/F References if the issue is Judgemental or Factual

This spreadsheet has been edited by Interwest as a result of changes from this REA.

NARRATIVE OF THE COST SUMMARY

The following is a narrative of the additional costs submitted in this REA. This narrative provides the calculations and shows where the back-up is for the submitted costs and the reasons why the submitted costs have Entitlement for Merit.

Item #1: Export Trucking Delays and Stoppage Costs: \$8,402.50 [Exhibit 8]

USACE stated in the contract documents issued by them that Fort Irwin Quarry (old Fort Irwin Landfill) would be available for export of site spoils and stockpiling of materials as needed. With this requirement, IPL reasonably expected access to this location for export and stockpiling of material.

As outlined in Issue No. 3 of this REA, IPL was besieged with delays and work stoppages due to inadequate access to the Fort Irwin Quarry and subsequent over-utilization of alternate dump sites. Range Operations stated that range access “could close at any time and for any reason.” IPL was not given any notice when the closures could occur and therefore could not coordinate the required trucking. IPL was, in some instances was able to use alternate dumpsites, but these sites were quickly filled to capacity. The impeded accessibility and lack of alternate dumpsites being large enough to accept the material caused IPL to incur additional costs for trucking standby and minimum hourly charges.

Additionally, due to these delays and stoppages of the export, IPL swiftly ran out of areas to stockpile material generated from the trade spoils from the additional utilities and the relocations being performed on the project. To facilitate forward momentum on the project and working outside of their scope of work, IPL relocated these materials from impacted areas and expanded the workable areas of the site. TCC tracked and signed the daily time and materials tickets during this additional work.

Both trucking costs and costs associated with the knockdown of the stockpiles are represented below and included in this Exhibit:

Description	Unit	QTY	Crew	\$/M.H.	\$/Equip ^[3]	Total Labor [A]	Total Equipment [B]	Total Material [C]
Knockdown Piles In Way of Trucks/Export Material ^[1]								
966M Loader	HR	35.5	(1) G8Op ^[2]	75.58	161.11	2,683.09	5,719.41	0
						2,683.09	5,719.41	0
Subtotal (Labor, Materials, & Equip) Column [A + B + C]								8,402.50
						Total:		<u>\$8,402.50</u>

Notes:

^[1] Work Previously Completed and per tickets attached, information provided by IPL to SDC.

^[2] Operator rate based on USACE approved burdened rate.

^[3] Equipment Rates Derived from USACE Manual, Adjusted and previously submitted

In order to minimize delays and disruptions on this project, IPL was forced to stockpile materials due to accessibility issues, which resulted in the handling of materials more times than anticipated at bid. Additionally, IPL incurred standby charges and minimum hourly charges due to the trucks being denied access to the Fort Irwin Quarry. Since IPL, through no fault of their own, was not granted timely access to the Fort Irwin Quarry by USACE, this establishes Entitlement for Merit for IPL for the delays and disruption that resulted from this action.

It should be noted that this delay has not been resolved, as of the date of submission of this REA, thus IPL reserves the right for additional compensation and additional delay days as applicable, should the delay create more costs incurred by IPL, beyond the costs submitted in this REA.

Therefore, IPL is entitled to all the direct, delay and disruption costs associated with the dump sites being full and the original quarry not made available to IPL.

Item #2: Stockpile Relocation Costs: \$50,204.70

[Exhibit 9]

Due to the lack of available export and stockpile locations, TCC directed IPL to relocate the backfill material stockpile to the northwest corner of the project in order to accommodate the resequencing of the subcontractors working in the Central Utility Plant area during the 120-day Suspension of Work (SoW) – See Issue No. 2 for more details.

Once work resumed, the backfill material was needed to be returned to the Water Tank Excavation area. IPL submitted costs associated with the relocation and return of the backfill material to TCC. IPL received payment for the some of the costs associated with the relocation and the return of the material but an outstanding balance remains. Calculations are represented below and included in this Exhibit:

Description	Unit	QTY	Crew	\$/M.H.	\$/Equip ⁽³⁾	Total Labor [A]	Total Equipment [B]	Total Material [C]
Load & Haul Stockpile of Water Tank								
1 Backfill Material to NW Corner of Project								
D65 Dozer	HR	30	(1)G8Op	75.58	121.10	2,267.40	3,633.00	
40-Ton Off-Highway Truck (2)	HR	30	(2)G8T	115.88	323.36	3,476.40	9,700.80	
Water Pull	HR	15	(1)G5T	57.33	67.62	859.95	1,014.30	
966M Loader	HR	30	(1)G8Op	75.58	161.11	2,267.40	4,833.30	
Load & Haul Material Back to Water Tank								
2 Excavation Upon Resumption								
40-Ton Off-Highway Truck (2)	HR	30	(2)G8T	115.88	323.36	3,476.40	9,700.80	
Water Pull	HR	15	(1)G5T	57.33	67.62	859.95	1,014.30	
966M Loader	HR	30	(1)G8Op	75.58	161.11	2,267.40	4,833.30	
Subtotal						15,474.90	34,729.80	0
Subtotal (Labor, Materials, & Equip) Column [A + B + C]								50,204.70
Total:							<u>\$50,204.70</u>	

Notes:

⁽¹⁾ Work Previously Completed and per tickets attached, information provided by IPL to SDC.

⁽²⁾ Operator rate based on USACE approved burdened rate.

⁽³⁾ Equipment Rates Derived from USACE Manual, Adjusted and previously submitted

IPL, through no fault of their own, suffered inefficiencies and delays due to the USACE initiated Suspension of Work (SoW). IPL worked closely with TCC and USACE to facilitate excavation and backfill on the project during the SoW in order ensure that the delays and disruptions would be minimized. IPL's efforts included the addition of manpower and equipment that were not included on IPL's planned contract work. Despite IPL's goodwill efforts, delays and additional costs were incurred and IPL was financially impacted. Had USACE not issued the SoW, IPL would not have required additional manpower and equipment to maintain the Critical Path and therefore, IPL establishes Entitlement for Merit.

Even after the SoW was lifted, TCC directed IPL to perform additional work on this project. The standby time for the equipment during the SoW is submitted under Item # 7, included in this REA below.

Therefore, IPL is entitled to all the direct, delay and disruption costs associated with the SoW issued by USACE.

Item #3: Bulletin 5 Import/Export Trucking Costs:
\$134,269.30

[Exhibit 10]

As outlined in Issue No. 1 of this REA, IPL's intent on this project was to systematically work in an efficient manner by performing work in a given area before moving to the next section. While performing their contractual activities, IPL was informed that a 5 acre parcel located at the Northwest corner of the project was unavailable to IPL due to the question of ownership of the parcel. IPL continued their work in other less-efficient areas on good faith with the goal of forward momentum on the project. IPL, at no fault of their own, could not

have known that land ownership would hinder the job progression and therefore has established Entitlement for Merit.

Entitlement for Merit is also established by the USACE issuance of Bulletin 5. Therefore, IPL is entitled to all the direct, delay and disruption costs associated with Bulletin 5.

Additionally, when IPL imported the suitable material, additional export was created in which IPL incurred direct costs associated with the loading, trucking and dust control which have not been compensated. These costs are represented below and included in this Exhibit:

Description	Unit	QTY	Crew ⁽¹⁾	\$/M.H.	\$/Equip ⁽²⁾	Total Labor [A]	Total Equipment [B]	Total Material [C]
Load & Haul Material Placed Across Street by UXO Contractor for completion of Hospital Pad ⁽¹⁾								
1 On-Highway Truck	HR	205.75	(1)GST	\$7.33	72.46	11,795.65	14,908.65	
613C Water Pull	HR	51.5	(1)GST	\$7.33	116.03	2,952.50	5,975.55	
966M Loader	HR	51.5	(1)G8Op	75.58	161.11	3,892.37	8,297.17	
2 Export Added ⁽¹⁾								
On-Highway Truck	HR	823	(1)GST	\$7.33	72.46	47,182.59	59,634.58	
613C Water Pull	HR	164.6	(1)GST	\$7.33	116.03	9,436.52	19,098.54	
966M Loader	HR	164.6	(1)G8Op	75.58	161.11	12,440.47	26,518.71	
3 Credit for Screening of Material ⁽¹⁾								
966 Loader	HR	-197	(1)G8Op	75.58	161.11	14,889.26	31,738.67	
Screening Plant	HR	-197	(1)G8Op	75.58	96.26	14,889.26	18,963.22	
Stacker Belt	HR	-197			37.48	0.00	7,383.56	
Subtotal						57,921.57	76,347.73	0
Total (Labor, Materials, & Equip) Column [A + B + C]								\$ 134,269.30

Notes:

⁽¹⁾ Work Previously Completed, information provided by IPL to SOC.

⁽²⁾ Operator rate based on USACE approved burdened rate.

⁽³⁾ Equipment Rates Derived from USACE Manual, Adjusted and previously submitted

IPL, at no fault of their own, could not have known that land ownership would hinder the job progression and therefore has established Entitlement for Merit.

Entitlement for Merit is also established by the USACE issuance of Bulletin 5. Therefore, IPL is entitled to all the direct, delay and disruption costs associated with Bulletin 5.

Item #4: Material Escalation Costs: \$412,613.79

[Exhibit 11]

See this Exhibit for the escalation calculation and material prices of required material for IPL's scope of work. These costs are directly due to the delays and disruptions in IPL's scope of work caused by the general lack of coordination on the part of TCC/USACE.

The escalation amount is included in this Exhibit and represented below:

Description	QTY	Price Per 01/01/14 Material Quote ⁽¹⁾	Price Per 12/31/15 Material Quote ⁽²⁾	Difference	Escalation Cost per Type
	[A]	[B]	[C]	[D = C - B]	[D * A]
12" Rip Rap (#2 Backing)	1,407.44	\$26.52	\$38.86	\$12.34	\$17,387.82
8" Rip Rap (#3 Backing, Entrance Rock)	1,023.66	\$26.52	\$38.86	\$12.34	\$12,631.93
17" Rip Rap (Light Class)	33,250.00	\$26.52	\$38.86	\$12.34	\$410,305.00
Less Site Produced Rip Rap	2244.00	\$26.52	\$38.86	\$12.34	\$27,690.96
Material Escalation Costs					\$412,613.79

⁽¹⁾ Price per Best Rock Quarry, Inc. Material Prices dated 01/01/14

⁽²⁾ Price per Best Rock Quarry, Inc. Material Prices dated 12/31/15

It should be noted that activities associated with the Rip Rap Materials are not yet complete. Drainage ditches must be completed before the installation of the Rip Rap Material. Per the Approved Baseline Schedule (See Exhibit 2), the final drainage ditch was scheduled to be in place and tested on 09/18/14, as referenced on Activity S_2440, in other word by that date all the Rip Rap would have been completed. The latest Update to the schedule, dated 10/06/15 (See Exhibit 3) shows a completion date of the drainage ditches as 09/04/15, as referenced on Activity S_2440.

As of the date of this REA, the Rip Rap material has not been purchased nor placed and is subject to the escalated prices shown above even in accordance with the 10/06/15 Updated Schedule (See Exhibit 3) and is not expected to be installed until sometime in the year of 2016 – Since the price of Rip Rap material will increase as of 12/31/15, the delays to installing the Rip Rap material for over a year is deemed to be a material escalation costs – Thus, IPL has Entitlement for Merit for this escalation caused by delays due to the actions of USACE.

To be fair and equitable, IPL has deducted the costs of the Rip Rap that will not be bought and was made up on site.

Since the drainage ditches have not been completed and therefore are not prepared to accept the Rip Rap material as of the date of this REA, IPL reserves the right to seek additional costs associated with any further material escalation costs.

IPL, at planning time on this project, was not aware of any delays to the schedule; they never planned material purchases to occur at these higher rates and, therefore, IPL has been subjected to material escalation costs. Since the delays and disruptions were not the fault of IPL, but were caused by the actions/inactions of USACE, IPL has Entitlement for Merit. IPL is due all costs as a result of the delays which pushed IPL into a material escalation period.

Item #5: REA Preparation Fees: \$37,432.50

[Exhibit 15]

IPL used SDC's services to research, document and evaluate the delays and disruption costs for this Request for Equitable Adjustment. IPL is entitled to recover these submitted

additional costs included in this REA preparation as a reasonable expense because this is a direct cost due to impacts of the delays and disruptions on this project. SDC invoices are included in this Exhibit. These costs are reimbursable per FAR clause 31.205-33 – “Professional and consultant service costs.”

Item #6: General & Administrative Costs: 12.6%

[Exhibit 12]

The percentage for general and administrative expenses was calculated by Accounting Control Data for IPL and is 12.6%. This percentage has previously been approved and agreed between IPL and USACE.

Item #7: Extended Field Overhead Costs

[Exhibit 13]

See Exhibit 13 for the calculation of and back-up for the Extended Field Overhead Costs. All information is per the documentation provided in Exhibit 13 or estimated as described in the cost tabulations in Exhibit 13.

This results in a total of **359 Calendar Days** of compensable delay time for Extended Field Overhead. This cost is compensable to IPL since the delays are excusable and compensable and were caused by the actions and/or inactions of USACE, and are not the fault of IPL. thus IPL has established Entitlement for Merit. Delays are represented by the chart on page 5

Item #8: Profit @ 8%

Subcontractor profit at 8% is based on a previously agreed upon rate between IPL and USACE.

EXHIBITS

Exhibit No.	Date of Document	Description of Document	Identifier
1		Contract	
2		Baseline Schedule	IRWIN-Aug Upt w/UXO
3		Schedule Update	IRWIN-Jan BL w/Blit2
4		Issue No. 1 – Bulletins 1 & 5 Issue (Including 5 Acre Easement Issue)	
	06/14/13	USACE RFP to TCC	RFP-0006
	01/16/14	TCC letter to USACE	COE-S-0081
	02/24/14	USACE RFP to TCC	RFP-014
	04/03/14	USACE letter to TCC	C-0084
	08/24/15	IPL letter to TCC	
5		Issue No. 2 – Suspension of Work (Including Bulletins 7 & 21)	
	04/04/14	USACE RFP to TCC	RFP-0020
	08/07/14	USACE letter to TCC	C-0164
	08/12/14	IPL Daily Report	
	08/13/14	IPL Daily Report	
	08/18/14	IPL Daily Report	
	08/18/14	USACE letter to TCC	C-0167
	08/19/14	IPL Daily Report	
	08/20/14	IPL Daily Report	
	08/21/14	IPL Daily Report	
	08/22/14	IPL letter to TCC	
	08/25/14	IPL Daily Report	
	08/26/14	IPL Daily Report	
	08/27/14	IPL Daily Report	
	08/28/14	IPL Daily Report	
	09/02/14	IPL Daily Report	
	09/03/14	USACE letter to TCC	C-0174
	09/04/14	IPL Daily Report	
	09/08/14	IPL letter to TCC	
	09/18/14	IPL Daily Report	

Exhibit No.	Date of Document	Description of Document	Identifier
	09/24/14	TCC Agreement to IPL	No. 4700003092
	09/24/14	IPL Daily Report	
	09/30/14	IPL Daily Report	
	10/02/14	IPL Daily Report	
	10/06/14	IPL Daily Report	
	10/07/14	IPL Daily Report	
	10/08/14	IPL Daily Report	
	10/09/14	IPL Daily Report	
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	11/05/14	IPL Daily Report	
	11/06/14	IPL Daily Report	
	11/10/14	IPL letter to TCC	
	11/11/14	IPL Daily Report	
	11/12/14	TCC letter to IPL	
	11/13/14	IPL Daily Report	
	11/17/14	IPL Daily Report	
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	12/05/14	IPL Daily Report	
	12/08/14	IPL Daily Report	
	12/09/14	IPL Daily Report	
	12/15/14	IPL Daily Report	

Exhibit No.	Date of Document	Description of Document	Identifier
	12/15/14	IPL Daily Report	
	12/16/14	IPL Daily Report	
	12/16/14	IPL Daily Report	
	12/17/14	IPL Daily Report	
	12/17/14	IPL Daily Report	
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	02/11/15	IPL Daily Report	
	02/12/15	IPL Daily Report	
	02/17/15	IPL Daily Report	
	02/18/15	IPL Daily Report	

Exhibit No.	Date of Document	Description of Document	Identifier
	02/19/15	IPL Daily Report	
	02/23/15	IPL Daily Report	
	02/24/15	IPL Daily Report	
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	02/26/15	IPL Daily Report	
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	05/11/15	IPL Daily Report	
	05/12/15	IPL Daily Report	

Exhibit No.	Date of Document	Description of Document	Identifier
	05/13/15	IPL Daily Report	
	05/14/15	IPL Daily Report	
	05/18/15	IPL Daily Report	
	05/19/15	IPL Daily Report	
	05/20/15	IPL Daily Report	
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	07/23/15	IPL Daily Report	
	07/27/15	IPL Daily Report	
	07/28/15	IPL Daily Report	
	07/29/15	IPL Daily Report	

Exhibit No.	Date of Document	Description of Document	Identifier
6	08/03/15	IPL Daily Report	
	08/04/15	IPL Daily Report	
		Issue No. 3 – Excess Site Material – Delay in Exporting	
	03/26/15	IPL Daily Report	
	03/30/15	IPL letter to TCC	
	06/01/15	IPL letter to TCC	
	06/09/15	TCC letter to USACE	COE-S-414
	06/10/15	IPL Daily Report	
	06/30/15	USACE letter to TCC	RFP-0143
7		Issue 7 Removed from this REA	

Exhibit No.	Date of Document	Description of Document	Identifier
Issue 7 removed from this REA			

Exhibit No.	Date of Document	Description of Document	Identifier
8		Export Trucking Delays & Stoppage Costs Cost Calculation Pre-Bid RFI Field Invoice Field Invoice Field Invoice Field Invoice Field Invoice	 2021 2030 2031 2051 2052
9		Stockpile Relocation Costs Quantity and Cost Calculation TCC Agreement to IPL	 4700003092
10		Bulletin 5 Import/Export Trucking Costs Cost Calculation	
11		Material Escalation Costs Cost Calculation Best Rock Quarry, Inc. Material Prices Best Rock Quarry, Inc. Material Prices Best Rock Quarry, Inc. Material Prices IPL Quantity Calculation	 01/01/14 03/15/15 12/31/15
12		General & Administrative Costs Accounting Control Data letter to IPL	
13		Extended Field Overhead Extended Field Overhead Calculations Employee Pay Stubs IPL Labor Rates with Burden Extended Field Overhead Representative Invoices, USACE Equipment Ownership and Operation Expenses 2014, NECA Tool & Equipment Rental Schedule 2013-2014, Holiday Inn Express and Sleep Inn USACE Approved Equipment Rates for Idle Equipment USACE Approved Rates for Non-Idle Equipment	
14		Unpaid Change Orders	
15		REA Preparation Fees, SDC & Associates	

Exhibit No.	Date of Document	Description of Document	Identifier
		Associates	
		SDC & Associates, Inc. Invoice	8343
		SDC & Associates, Inc. Invoice	8351
		SDC & Associates, Inc. Invoice	8355
		SDC & Associates, Inc. Invoice	8359
		SDC & Associates, Inc. Invoice	8360

Exhibit No.	Date of Document	Description of Document	Identifier
		SDC & Associates, Inc. Invoice	8351
		SDC & Associates, Inc. Invoice	8355
		SDC & Associates, Inc. Invoice	8359
		SDC & Associates, Inc. Invoice	8360

Note: As the first schedule provided changed with the agreement of a 359-day time extension (including credits), many of the issues and pages of this REA have had to be modified. The issues/pages have been edited by Interwest in the interest of time and SDC was not consulted.