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ARMED SERVICES BOARD OF CONTRACT APPEALS

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| Appeal of - |) | |
| |) | |
| Bullock Construction Inc. |) | ASBCA No. 62683 |
| |) | |
| Under Contract No. FQ17095 |) | |

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| APPEARANCES FOR THE APPELLANT: | Stephen A. Oberg, Esq. N. Tucker Meneely, Esq. Council, Baradel, Kosmerl & Nolan, P.A. Annapolis, MD |
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| APPEARANCES FOR THE AUTHORITY: | Jeffrey Weinstein, Esq. Chief Counsel Washington Metropolitan Area Transit Authority Washington, DC |
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OPINION BY ADMINISTRATIVE JUDGE ARNETT

Bullock Construction Inc. (Bullock or appellant) seeks compensation for two claim issues under its track rehabilitation contract with the Washington Metropolitan Area Transit Authority (WMATA or the Authority). First, Bullock asserts that it incurred additional costs for “lost time” when its crews consistently reported as scheduled but had to wait hours, only to be granted minimal track access to perform production work. Bullock requests hourly compensation for the time its crews were required to be on site but unable to work due to the lack of track access. Second, Bullock contends that its crews were scheduled and paid for lower-skilled hourly labor “assist” work when, in fact, Bullock crews performed higher-skilled Grout Pad Renewal production work at the direction of WMATA personnel on site. Bullock contends it should have been paid for the Grout Pad Renewal work at a production rate under CLIN 10 rather than assist work paid at an hourly rate as Track Labor Support under CLINs 1-7 and seeks the difference between the two rates.

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WMATA contends that Bullock’s “lost time” claim is a delay claim barred by the express language of the contract. As to Bullock’s second claim issue, WMATA asserts that it ordered and Bullock performed and invoiced for “assist” work, not the tasks required for Grout Pad Renewal production work.

Pursuant to the Board’s agreement with WMATA, we have “authority to resolve appeals from the decisions of WMATA contracting officers pursuant to the provisions of the Disputes clause of WMATA contracts.” *Transdev Svcs, Inc.*, ASBCA Nos. 62654, 62655, 21-1 BCA ¶ 37,792 at 183,470, citing *Delta Eng’g*, ASBCA No. 58063, 14-1 BCA ¶ 35,553 at 174,222. The parties presented their respective cases at a hearing in this matter which addressed both entitlement and quantum.

As to Bullock’s “lost time” claim, we grant judgment, in part, in favor of Bullock because WMATA breached the contract by failing to provide track access at the scheduled time, causing Bullock’s crews to be idle waiting for access. As to Bullock’s Grout Pad Renewal claim, judgment is granted in favor of WMATA because the contract allowed WMATA to choose the tasks it ordered and Bullock has failed to demonstrate that it performed work beyond that which WMATA ordered.

FINDINGS OF FACT¹

The Contract and Purchase Orders

1. On June 30, 2017, WMATA awarded Contract No. FQ17095 (the Contract) to Bullock to provide “System Wide Track Rehabilitation Services” (stip. ¶ 1). It was a firm fixed unit price, Indefinite Delivery/Indefinite Quantity (IDIQ) contract with one base year period of performance and four option years (stip. ¶ 2). The guaranteed minimum required under the Contract was \$100,000 per year, and the maximum which could be ordered was \$20,000,000 per year (stip. ¶ 3). The Contract required compliance with the applicable Davis-Bacon Wage Determination (R4, tab 1 at 21, 321; tr. 3/39)².

2. The Contract price schedule consisted of sixteen contract line items (CLINs) for possible work on WMATA capital improvement projects across the rail system (stip. ¶ 4). CLINs 1-7 were for “Track Labor Support” and were broken down by laborer, foremen, equipment operator, and supervisor rates for straight time and

¹ While both parties set forth proposed findings of fact in their respective post-hearing briefs, neither party responds to the facts proposed by the other party. As a result, this decision does not cite any proposed findings of fact.

² Documents in the Rule 4 are numbered using a letter prefix and leading zeros. For ease, we have dropped the prefix and leading zeros in this decision.

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overtime, with corresponding hourly rates (stip. ¶ 8). The standard hourly rate for a laborer was \$77 for the Base Year and Option Year One and \$82 for Option Year Two (R4, tab 1 at 14-16). The remaining CLINs, 8-16, were for production work and were paid based upon work completed, priced either by unit or linear foot (LF) (*id.*). The production CLINs most relevant to this litigation include CLIN 10 (Grout Pad Renewal) and CLIN 14 (Roadway Cleanup), both priced by the LF (*id.*). The parties stipulate and we find that WMATA could choose to order work from Bullock under any or none of the CLINs (stip. ¶ 5).

3. On July 19, 2017, Bullock acknowledged WMATA's notice to proceed on the contract (R4, tab 1 at 3). The base year ran from July 19, 2017 to July 18, 2018. Option Year One was from July 19, 2018 to July 18, 2019. Option Year Two was from July 19, 2019 to July 18, 2020. (*Id.*) The Contracting Officer's Technical Representative (COTR) was identified as the principal point of contact for Bullock (*id.* at 7).

4. Between July 20, 2017 and July 11, 2019, WMATA issued eleven purchase orders (POs) to Bullock (*see generally* R4, tabs 2-12). The parties stipulate and we find that Bullock invoiced and was paid an amount which exceeded the minimum required amount per year under the Contract (stip. ¶¶ 11-12).

The Claim and Contracting Officer's Final Decision:

5. On February 20, 2020, Bullock filed a certified claim seeking compensation for two issues: (1) "Lost Time" wages in the amount of \$1,974,789.50 (Lost Time claim) and (2) "Bid Item Pay Discrepancy: Grout Pad Renewal vs. Labor Support" in the amount of \$3,072,864 (Grout Pad claim) (R4, tab 15 at 391-93).

6. On September 1, 2020, WMATA issued a final decision denying both claim issues (*see generally* R4, tab 23). As to the Lost Time claim, the contracting officer (CO) determined that it sought compensation for delay which was not allowed under the contract. Addressing an alternate argument that WMATA failed to provide track access, the CO noted that the contract caps relief to two hours of show-up time and denied the claim for failing to characterize the time as "show-up time" and failing to address whether crews had been relocated or dismissed and for seeking compensation, in many instances, for more than two hours. The CO stated, "Even if Bullock's claim were consistent with this provision for show-up time, Bullock is not entitled to any payment without required documentation that has not been submitted . . ." (*Id.* at 439-40) As to the Grout Pad claim, the CO summarily concluded that, during the period in question, WMATA did not issue orders for the Grout Pad Renewal CLIN and Bullock did not perform Grout Pad Renewal work as defined in the Contract (*id.* at 441).

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7. On September 25, 2020, Bullock filed its notice with the Board appealing the September 1, 2020 final decision. The appeal was docketed as ASBCA No. 62683.

Bullock's Lost Time Claim

Scheduling Work under the Contract:

8. The Scope of Work (SOW) states, "Typically, night shift starts at 10:00 pm (2200 hrs) and ends at 6:00 am (0600 hrs), though crews may be required to report earlier for 10:00 pm early out single tracking" (R4, tab 1 at 282). Two pertinent pre-bid inquiries were incorporated into the contract by amendment:

Question: What track time can we expect to complete work?"

Response: Typical work schedules will be during the night shift (10pm to 6am weeknights) or 52-hour weekend outages (10pm Fri through 4am Mon). There may also be continuous outages (between 1-2 weeks, 6am to 6pm, 6pm to 6 am) or daytime work (7am to 3pm weekdays).

Question: How many hours of continuous work are guaranteed?

Response: As this is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract, the guaranteed work is the minimum contract value.

(R4, tab 1 at 313, 323)

9. The SOW provides for contractor staging of equipment and material "prior to track outages during regular non-revenue hours as well as the clean-up and punch list work after the outages" for numerous production activities (R4, tab 1 at 253, 256, 259, 263, 266, 269, 274, 277).

10. WMATA prepared and transmitted to Bullock weekly work activity schedules (Work Schedules) (tr. 1/146-47; R4, tab 1 at 282). For each activity, the Work Schedule listed information including the date, location, Report Time, and Shift Time (Start – Finish) (app. supp. R4, tabs 8A-C). Bullock could accept or decline the scheduled activities (tr. 1/256).

11. The Report Time was the time by which Bullock crews were required to report "on-site, to the nearest rail yard, or any system-wide location, as directed by

WMATA” (R4, tab 1 at 282-83; tr. 1/270). We find that the Report Time was typically scheduled approximately two hours prior to the start of Shift Time (app. supp. R4, tabs 8A-C; WMATA br. at 21). It was commonly known that train service ran until approximately midnight except for “early outs” (tr. 1/92-94, 2/136-40, 3/11). With Report Time typically scheduled for 10:00 pm, the two-hour period prior to Shift Time was to be used for safety briefings, staging equipment, and preparing for production work (tr. 1/92, 291-92, 2/19, 55-56, 3/129-30). Bullock should have anticipated a period of approximately two hours between its scheduled Report Time and receipt of track access at the start of Shift Time.

Track Access:

12. For each work activity, the Work Schedule stated whether track rights had been approved and listed the “Shift Time (Start – Finish)” (app. supp. R4, tabs 8A-C). We find that the “Shift Time (Start – Finish)” on the Work Schedules reflects the hours of scheduled track access (*id.*, tr. 2/292-93, 3/24, 128-30).

13. WMATA was responsible for acquiring track access and power outages for all scheduled activities (R4, tab 1 at 256, 259, 262, 265, 269, 273, 276, 279-81).

14. The contract provided WMATA with two options if it could not provide access to the designated work location after the work crews had reported (*id.* at 283). First, the contract stated that WMATA “may elect to move the crews to a different location that night” (*id.*). Second, the contract stated, WMATA “may elect to dismiss the work crew if moving the crews to another location is not possible, as decided by the WMATA field representative. [For dismissed crews,] WMATA will only pay two (2) hours of show-up time for each contractor personnel in attendance.” (*Id.*). The Contract did not indicate that crews would be required, without compensation, to remain at a work location indefinitely while waiting for track access.

Contract Provisions Regarding Delay:

15. The Contract Terms and Conditions includes Section 10, The Authority’s Delay, which states that the CO shall make an adjustment (excluding profit) for any increase in the cost of performance arising from a delay caused by the Authority (*id.* at 187).

16. The SOW includes Section 1.20, Delay Claims, which notified Bullock of the “possibility” that its work “may be impeded, or that interruption of the work may occur, at WMATA’s discretion” including “WMATA operational functions and emergencies” (*id.* at 286). It states that the “intent of this clause” is to “ease the administration of delays caused by WMATA operational functions or emergencies” (*id.*).

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17. SOW, Delay Claims, para. 1.20.2.1 states that there “shall be no allowable time extension or equitable adjustment for any delay from Authority operational functions or and [sic] emergencies causing work stoppage for less than two (2) hours” (*id.*). Mr. Greig, the WMATA Project Manager who wrote this section of the SOW, testified that it was intended to address circumstances when something “could disrupt the work for that night” and “the crew might be called out on an emergency” (tr. 3/109). He explained that, for stoppages greater than two hours, “the contractor would only be compensated for two hours” and thought that the Contract authorized compensation for “two hours if there’s any kind of a cancellation or delay” (tr. 3/153-54).

18. SOW, Delay Claims, para. 1.20.2.2 requires the contractor to immediately notify the COTR or designee of any delay from WMATA operational functions or emergencies causing work stoppages of two hours or more (R4, tab 1 at 287). SOW, Delay Claims, para. 1.20.2.3 authorizes “paid delay” where the contractor and COTR “agree” that completion of the work has been delayed due to unforeseen circumstances outside of the control of the parties and no alternative work location is available (*id.*). However, another provision in the Delay Claims section of the SOW (para. 1.20.2.9) bars recovery for “monetary damages . . . under any circumstances” and indicates that the contractor’s “sole and exclusive remedy” for delay from performing its work “shall be a reasonable extension of time” (*id.*).

19. At hearing, Mr. Greig admitted that the “Delay Claims” section of the SOW included provisions from different sources (tr. 3/154-55).

20. The contract’s Order of Precedence clause states, “Any inconsistency in the Contract shall be resolved by giving precedence to the following order: (a) terms and conditions (b) the specifications or Statement of Work; (c) drawings, if any” (R4, tab 1 at 178).

Notice from Bullock to WMATA Regarding the Lost Time Issue:

21. On October 16, 2017, Bullock notified the COTR³ by letter of several instances in which its crews arrived at the designated work site “geared for production work only to receive minimal minutes of actual track time” or with no WMATA representative present for work to begin (app. supp. R4, tab 1 at 1). Bullock requested compensation for “lost production time” at an hourly rate for crews idled during the period September 18, 2017 through October 15, 2017 (*id.* at 1-2). Bullock attached work schedules, daily reports, and a log of dates, locations, hours worked, and “time lost” (*id.* at 3-61). Daily reports document several shifts in which Bullock crews

³ The COTR approves the contractor’s progress schedules, inspects the work for contract compliance, and reviews and approves invoices and payment estimates (R4, tab 1 at 6-8).

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received less than two hours of track time after waiting hours for access (*id.* at 16, 18, 28). In one instance, Bullock reported at 10:00 p.m., was on site all night, received only 25 minutes of track access, and was unable to complete any production work to earn compensation for the crew's time on site (*id.* at 34).

22. On October 31, 2017, Bullock emailed the COTR asking about invoicing for lost production time and being paid "for delays accumulated which can cause a production night to actually not fall under the criteria for production work" (app. supp. R4, tab 10 at 3424). On November 13, 2017, Bullock and WMATA exchanged emails in which Bullock sought compensation for "lost time" from October 4, 2017 through October 31, 2017 (*id.* at 3420-23).

23. Although the CO does not appear to be copied on the October 2017 and November 2017 correspondence, the COTR was identified to Bullock as its point of contact, and the COTR was required to evaluate the technical letters for the CO, advise the CO of "potential problems that may affect contract performance", and submit monthly reports to the CO (R4, tab 1 at 6-8).

24. The COTR testified that WMATA management decided "early on in the contract" to pay Bullock for "the time that they did not get on the track." He stated:

So once revenue service stops at 12:00, the expectation is to get on the track at 12:00 or soon after. So let's say they didn't get permission to enter the railway to start their work until 1:00. Bullock was paid for that hour, and then from 1:00 until the shift ending 4:00, 4:30, they were paid for whatever quantities that they completed, for whatever activity that we scheduled for.

(Tr. 2/292-93)

25. The COTR asserted that Bullock has been paid for this lost time as part of the regular invoicing process; however, he admitted that he did not personally go through the daily reports to note the instances and is unable to determine the days which he contends that Bullock has been paid for lost time (tr. 2/292-95). Thus, we find that WMATA had notice of the "lost time" issue asserted in Bullock's claim.

Scheduled Track Time v. Actual Track Time

26. In its Lost Time claim, Bullock assumes that it would have 8 hours of track time per shift (R4, tab 15 at 397-406). However, the Work Schedules for the 565⁴ shifts identified in the claim indicate that Bullock's scheduled track time ranged from 3.5 to 10 hours with an average of approximately 5 hours of scheduled track time per shift (app. supp. R4, tabs 8A-C; *see* app'x, column G). We find Bullock's assumption regarding 8 hours of track time per shift to be unreasonable.

27. Daily reports from the 565 shifts claimed demonstrate that Bullock's actual track time ranged from 14 minutes⁵ to 6.75 hours⁶ with an average of 2.5 hours per shift (app. supp. R4, tab 2; *see* app'x, column I).⁷ For 120 of the 565 shifts claimed, Bullock's track access was 1.5 hours or less. Of those 120 shifts, 46 involved Bullock on site for 4 to 7 hours⁸ but only provided track access for one hour or less.⁹(App'x)

28. Typically, Bullock received track access 1.5 to 2 hours after it was scheduled to have access¹⁰ (app'x, column J; *see generally* app. supp. R4, tabs 2, 8A-C). In some instances, Bullock waited for track access as much as 5 to 7 hours beyond

⁴ Bullock seeks compensation for two shifts which are not supported by corresponding daily reports and, therefore, are not included in the data reviewed: May 16, 2018 (Lutz) and November 7, 2018 (Spain) (R4, tab 15 at 398, 402; app. supp. R4, tab 2 at 331-37, 805-11).

⁵ On March 14, 2019, Bullock's 6-person crew reported at 10:00 p.m., waited until 0326 for track access, and then worked on the track for 14 minutes (app. supp. R4, tab 2 at 1183-84).

⁶ On April 13, 2019, Bullock's crew worked an "early-out" on the weekend and received track access from 11:15 pm to 6:00 am on April 13, 2019 (app. supp. R4, tab 2 at 1286).

⁷ The track access time is derived from schedules and daily reports for the 565 shifts included in Bullock's "lost time" claim and is not based upon data for every shift performed during the contract.

⁸ Shifts varied from 6 to 8+ hours with track access at the end of the shift (app. supp. R4, tab 2).

⁹ Dates include 11/9/2017, 11/14/2017, 12/6/2017, 5/8/2018, 5/9/2018, 5/21/2018, 6/7/2018, 6/17/2018, 7/11/2018, 7/12/2018, 7/16/2018, 7/17/2018, 8/21/2018, 8/22/2018, 9/12/2018, 9/19/2018, 9/24/2018, 10/3/2018, 11/29/2018, 12/21/2018, 12/29/2018, 1/2/2019, 1/25/2019, 1/30/2019, 2/5/2019, 2/13/2019, 2/22/2019 (2), 2/26/2019, 3/5/2019, 3/13/2019, 3/14/2019, 3/24/2019, 3/26/2019, 4/4/2019, 9/19/2019, 10/10/2019, 10/15/2019 (2), 10/27/2019, 10/28/2019, 11/12/2019, 11/17/2019 (2), 11/24/2019, 11/25/2019.

¹⁰ Actual track access was typically 1.5 to 2 hours after the start of the scheduled Shift Time and 3 to 4 hours after Bullock's scheduled Report Time.

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its scheduled access time (app. supp. R4, tab 2 at 322-23, 331-32, 340-41). For example, on May 9, 2018, Bullock's crews reported at 10:00 pm, waited until 3:15 a.m., for track access, and worked for 45 minutes (*id.* at 322-23). We find that Bullock's crews were idled as a result of WMATA's repeated failure to provide track access at the Shift Times reflected in the Work Schedules.

29. Many of the 565 shifts claimed by Bullock involved Roadway Cleanup work under CLIN 14 (app. supp. R4, tab 2). When Roadway Cleanup work was listed on the schedule, the schedule typically included a note where WMATA indicated the number of personnel requested for the activity (app. supp. R4, tabs 8A-C, column W). Thus, we find that WMATA often requested the crew size for the scheduled work activity.

30. As discussed in greater detail in the Quantum section below, more than 50 daily reports identify delay hours or list Track Labor Hours worked while Bullock was waiting for track access (app'x, columns S-T; *see generally* app. supp. R4, tab 2;). Corresponding monthly invoices indicate that Bullock was paid the laborer standard hourly rate for its crews on those dates (R4, tabs 34c-35c, 38c-42c, 44c-45c, 49c-52c, 54c, 57c-60c). Thus, we find that WMATA paid Bullock for some "lost time" at the hourly contract rate of \$77 for Base Year and Option Year One and \$82 for Option Year Two.

Bullock's Grout Pad Claim

31. The Grout Pad claim seeks compensation for work during the 2019 summer shutdown from May 2019 to September 2019 (the 2019 Summer Shutdown) (stip. ¶ 14). Grout pads are 10- to 20-foot-long concrete pads that serve as a substructure to the track, supporting the fasteners which hold the rail in place (tr. 1/19-20, 3/176).

32. Grout Pad Renewal is a Direct Fixation Track Rehabilitation activity under CLIN 10 and is paid at a production rate per LF completed (R4, tab 1 at 14). Grout Pad Renewal is discussed in the SOW § 1.4 and its subparts (*id.* at 259-62). SOW § 1.4.23 sets forth the required Contractor tasks for Grout Pad Renewal (*id.* at 261-62). Among other tasks, the SOW specifically requires the contractor to "[p]our grout pads to proper height, level, and cant"¹¹ (*id.* at 261). This production work is to be reported "in units (linear feet), and quantities clearly entered in the daily work report at the end of each shift, signed by WMATA and the contractor" (*id.*).

33. While the SOW does not specifically mention finishing (*see generally* R4, tab 1; tr. 3/147), it is a critical step, if not "the most important step", to complete grout

¹¹ Cant is the slope or "inward lean of the rail toward the center line of the track" (tr. 3/236).

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pad repair (tr. 3/234). It consists of “bringing the concrete to the final elevations”, ensuring that “the cant is proper”, and “smoothing the surface” of the concrete or grout after it is poured (*id.*, 2/48).

34. Under the SOW, WMATA’s tasks for grout pad renewal include acquiring access, providing escorts, supplying certain materials including grout, providing direction, and performing inspection of the completed work (R4, tab 1 at 262). No contract provision assigns the task of finishing to WMATA (*see generally* R4, tab 1).

35. Track Labor Support is work “in support of capital track rehabilitation activities that are not included in specific contract line items” and is paid at an hourly rate under CLINs 1-7 (*id.* at 14, 280). Track Labor Support work is discussed in the SOW § section 1.11, and the contractor responsibilities are set forth in paragraph 1.11.5 (*id.* at 280-82). Bullock Vice President Josh Bullock testified that “track labor support is to be used on any work that’s outside of the pay items, like I said, shoveling snow, weed whacking, cutting grass” (tr. 1/117). WMATA Project Manager and author of the SOW Mr. Kevin Greig testified that “Track Labor Support” was a “catchall” or “miscellaneous category” to pay for unskilled work (tr. 3/101-02).

36. WMATA could choose to order work from Bullock under any or none of the CLINs (finding 2). Bullock could decline work ordered by WMATA (tr. 1/117).

Notice to WMATA:

37. In 2017, WMATA ordered and Bullock was paid for five orders of Grout Pad Renewal under CLIN 10 (stip. ¶ 15). Daily reports record Grout Pad Renewal as production work on September 16, 2017, October 14, 2017, November 4, 2017, November 11, 2017, and December 2, 2017 with work completed ranging from 100 to 400 LF in each 12-hour shift (*see app. supp.* R4, tab 9).¹² This Grout Pad Renewal work was performed on weekends, not during a summer shutdown (*id.*).

38. In its October 16, 2017 letter regarding limited track time to perform production work, Bullock specifically requested that it be paid the “bid price hourly rates for labor support in lieu of the production rate” for “all fastener and anchor bolt replacement not done in a production environment” (app. supp. R4, tab 1 at 1). We find that Bullock specifically requested to be paid at an hourly Track Labor Support rate in lieu of a production rate in certain circumstances.

39. While the parties present differing accounts of Bullock’s grout pad renewal work in 2017, we find the quality of Bullock’s work in 2017 irrelevant to Bullock’s claim

¹² Grout Pad Renewal is recorded on the daily reports under CLIN 10 as Grout Pad Rehabilitation and the quantity installed is noted in LF (*see app. supp.* R4, tab 9).

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regarding the 2019 Summer Shutdown. In 2018 and 2019, WMATA elected not to order Grout Pad Renewal from Bullock (WMATA br. at 26-27; app. supp. R4, tab 8c).

40. On June 20, 2018, Bullock emailed the COTR expressing concern that its crews had been scheduled to perform “assist” work but were doing “much more than just assisting with” the grout pad work (app. supp. R4, tab 13 at 5024-25). The COTR reminded Bullock that “the scheduled work and to whom it is delegated is the decision of the requestor” (*id.* at 5024). Although this communication occurred a year prior to the 2019 Summer Shutdown at issue in the claim, we find it provided notice to WMATA of Bullock’s concerns that it was performing grout pad renewal production work but being paid for hourly track labor support.

The Work Ordered, Reported, Invoiced, and Paid:

41. The Work Schedules during the 2019 Summer Shutdown consistently described the work ordered as “Roadway Cleanup,” vegetation removal, and “laying out material and clean up” (app. supp. R4, tab 8c). In some instances, the Work Schedules requested that Bullock install fasteners, perform fastener stud maintenance, or assist or support Structures Maintenance with work related to the grout pads (*id.*). During the 2019 Summer Shutdown, we find that the vast majority of worked ordered by WMATA on the Work Schedules was requested as Track Labor Support under CLINs 1-7 (*id.*).

42. In support of its Grout Pad Claim, Bullock includes Daily Reports prepared by Bullock and signed by WMATA for approximately 300 shifts¹³ during the 2019 Summer Shutdown (app. supp. R4, tab 4). These Daily Reports consistently report Bullock crews working 8- to 12-hour shifts under CLINs 1-7 as Track Labor Support (app. supp. R4, tab 4). The 12-hour shifts include 4 hours of overtime for laborers (*id.* at 1763, 1765, 1768, 1771, 1774, 1777, 1781, 1784, 1786, 1789, 1793, 1796, 1799, 1801, 1805, 1808, 1810, 1813, 1817, 1820, 1822, 1825, 1829, 1832, 1835, 1837, 1841, 1844, 1847, 1849, 1878, 1882, 1885, 1888, 1890, 1896, 1899, 1904, 1907, 1910, 1912, 1915).¹⁴ Approximately 60 reports document production work under CLINs 8-9 for removing or installing fastener and bolt replacement (*id.* at 1777, 1789, 1801, 1810, 1813, 1822, 1825, 1893, 1904, 1918, 1933, 1945, 1948, 1960, 2011, 2023, 2029, 2044, 2053, 2065, 2077, 2080, 2089, 2092, 2149, 2164, 2185, 2188, 2194, 2197, 2218, 2221,

¹³ During the 2019 Summer Shutdown, Bullock’s Lost Time claim seeks hourly compensation for shifts where it performed limited production work while Bullock’s Grout Pad claim seeks production-rate compensation for other shifts where it was paid an hourly Track Labor Support rate for 8-hour shifts (*see* app. supp. R4, tabs 2 and 4).

¹⁴ Hundreds of daily reports reflect overtime for laborer work exceeding 8 hours during the 2019 Summer Shutdown (*see* app. supp. R4, tab 4).

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2230, 2239, 2257, 2266, 2272, 2281, 2299, 2323, 2342, 2351, 2378, 2396, 2405, 2414, 2445, 2454, 2472, 2523, 2535, 2547, 2553, 2565, 2613, 2631, 2655, 2682, 2685). At least two Daily Reports record production work under CLINs 15-16 (insulator renewal and protection cover replacement) (*id.* at 1852, 1865). None report Grout Pad Renewal work under CLIN 10 (*see app. supp. R4, tab 4*).

43. Regarding the Daily Reports, Bullock Superintendent Mr. David Lutz testified to the accuracy of the reports he signed which stated that Bullock “[p]erformed assist work” for WMATA structure production (tr. 2/103, 105, 113). While he noted that WMATA told him to write “assist” on the Daily Reports (*id.* at 108, 152), he acknowledged that Bullock performed some work such as clean up and delivery that had to be billed as track labor support (*id.* at 111-15).

44. Invoices for May through September 2019 indicate that Bullock was paid an hourly rate and, in some instances, overtime consistent with the Track Labor Support hours logged on the Daily Reports as well as any recorded production work completed (R4, tabs 52c-57c; app. supp. R4, tab 4).

The Work Actually Performed by Bullock During the 2019 Summer Shutdown:

45. Bullock Superintendent Mr. Lutz testified that, during the 2019 Summer Shutdown, Bullock performed all grout pad renewal “for the entire line” except for finishing, which was performed by WMATA (tr. 2/50). Prior to the project, Mr. Lutz had no experience with grout pad repair, received no training on grout pad repair, and had never performed finishing on a track like the one at issue (*id.* at 81-82). He testified that finishing can be performed by anyone (*id.* at 69).

46. Mr. Levi Cawthorne, Supervisor of the WMATA Structure Department, has worked for WMATA on grout pads for approximately 20 years; his department is responsible for maintaining the structure of WMATA (tr. 3/157-58). Mr. Cawthorne testified that he supervised a crew of 18 to 19 WMATA personnel on day shifts while working with Bullock during the 2019 Summer Shutdown and “everyone kind of worked together and helped each other out” (tr. 3/174, 202). He indicated that the processes, tools, and skills required for finishing vary by circumstances, WMATA “concrete is not flat”, and finishing on a cant “takes a lot of experience” (*id.* at 179-80, 217). The parties stipulate and we find that, during the 2019 Summer Shutdown, all “finishing” work was performed by WMATA (stip. ¶ 17).

47. WMATA Superintendent Mr. Charles Panuska testified about WMATA and Bullock working together during the 2019 Summer Shutdown:

Whenever I was in the work area, it was like teamwork.
Everybody was working together. There wasn't no [sic]

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slouches. Everybody worked together I'm talking about my union people and his Bullock people. They worked together They were all doing the same thing.

(Tr. 3/83)

48. Bullock's Grout Pad Claim seeks compensation for 37,400 LF of Grout Pad Renewal work which is "the footage of all the grout pad that was replaced during the [2019 Summer] shutdown" (R4, tab 15 at 392-93, 414; tr. 1/215). To calculate the LF of Grout Pad Renewal for which Bullock seeks compensation, Project Manager Mr. Scott Lippa testified that he relied upon the chain markers noted on daily reports and conversations with his superintendents including Mr. Lutz (tr. 1/315-18; *see generally* app. supp. R4, tab 4).

49. However, Mr. Lutz testified that "you don't know by looking" at the daily report "whether you did all of those grout pads or [all] tracks within that day" and did not recall any discussion with Mr. Lippa about "how many grout pads were actually done within those chain markers" (tr. 2/100-02). When asked about a May 26, 2019 Daily Report, Mr. Lutz testified:

Q: Is it fair to say that you didn't necessarily complete all grout work between 601 and 607 on May 26, 2019?

A: Correct.

Q: So you couldn't tell from this sheet where – how many grout pads you did or what length you did; that was just the area that you were working before, right?

A: Right. That's the area we were working on the grout pads at.

Q: So you couldn't take this sheet and then count the number of linear feet that you actually performed just by looking at the work report, right?

A: Correct.

(Tr. 2/103-04; *see* app. supp. R4, tab 4 at 1774) During the 2019 Summer Shutdown, Bullock did not report to WMATA the number of grout pads completed (tr. 3/186).

50. We find Bullock's assertion that it completed all Grout Pad Renewal work during the 2019 Summer Shutdown to be unsupported by Bullock's Daily Reports and

contradicted by the testimony of several witnesses including Mr. Cawthorne, Mr. Panuska, and Mr. Lutz.

DECISION

I. The Parties' Contentions

The Lost Time Claim:

Regarding its Lost Time claim, Bullock asserts that it incurred additional costs for "lost time" when its crews consistently reported and served full shifts as required by WMATA but were granted only minimal track access which limited their ability to perform and receive compensation for production work (app. reply br. at 1). Assuming an 8-hour shift, Bullock requests hourly compensation for personnel who were idle waiting for track access on more than 550 shifts from November 2, 2017 through January 9, 2020 (R4, tab 15 at 397-409). Bullock asserts that it had to pay its crews for the full shift including hours that personnel were idle waiting for WMATA to provide track access (app. br. at 4). Bullock contends that WMATA "forced" it to invoice only for the work that Bullock personnel completed during their limited track time and that WMATA refused to pay Bullock for the time its personnel were required to be on site but did not have track access (app. reply at 1).

Regarding the Lost Time claim, WMATA asserts that Bullock's failure to raise the issue to the CO during performance or during monthly meetings deprived WMATA of notice and opportunity to address the issue and waived Bullock's right to recover under the claim (WMATA br. at 3, 12-13, 25). Next, WMATA contends that this is, in fact, a "delay" claim for monetary damages which is prohibited by the contract (*id.* at 3, 25). Noting that the contract does not guarantee track access, WMATA argues that Bullock bore the risk of WMATA's "operational needs for its active railway" (*id.* at 10). Finally, WMATA alleges that Bullock fails to identify instances where it was unable to complete the scheduled work in the time it had track access (*id.* at 10).

The Grout Pad Claim:

As to its Grout Pad claim, Bullock asserts that WMATA directed it to perform "all of the Grout Pad Renewal for which Bullock was responsible" under the Grout Pad Renewal production activity in the Contract and that Bullock performed all work as directed despite being scheduled as Track Labor Support (app. br. at 19-20). Bullock alleges that it successfully performed Grout Pad Renewal work when ordered in 2017 but was subsequently scheduled for "grout pad assist" work during the 2019 Summer Shutdown 2019 (*id.*). Bullock contends that WMATA required Bullock to invoice for Track Labor Support at an hourly rate rather than for the Grout Pad

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Renewal activity at a production rate (*id.*). Finally, Bullock requests that the Board draw an adverse inference “from WMATA’s failure to elicit testimony from” anyone with “personal knowledge of Bullock’s work in 2017”; draw an adverse inference from WMATA’s “failure to produce” documents including its internal daily reports and a report created by its expert purportedly documenting the amount of grout pad replaced by each party; and give no weight to the testimony of WMATA’s expert (*id.* at 11-15).

As to the Grout Pad claim, WMATA contends that Bullock seeks payment for work neither ordered by WMATA nor billed by Bullock (WMATA br. at 27-28). WMATA asserts that Bullock accepted orders and invoiced for Track Labor Support and notes that Bullock contemporaneously characterized the work as “assistance” and “support” (*id.*). WMATA alleges that, after Bullock’s performance on Grout Pad Renewal in 2017, WMATA elected not to order Grout Pad Renewal work from Bullock, “as it was entitled to do under the terms of the IDIQ Contract” (*id.* at 26). WMATA argues that Bullock lacked the requisite skill and did not perform “the entirety of the tasks under the grout pad renewal SOW to justify payment at the higher CLIN 10 rate” (*id.* at 28-29).

II. Bullock’s Lost Time Claim

WMATA Had Notice of Bullock’s Lost Time Claim.

Asserting a lack of notice, WMATA contends that Bullock “never contacted or raised any issues” to the CO during contract performance which would have empowered WMATA to make corrections, if necessary, rather than accumulate costs (WMATA br. at 12-13). WMATA also argues that Bullock’s failure to notify the CO constitutes a waiver of its right to seek a contract adjustment, citing the Change Order provision of the contract (*id.*, R4, tab 1 at 193-94). We disagree.

Notice to WMATA is demonstrated through Bullock’s October and November 2017 correspondence with the COTR (the principal point of contact for the contract) and the COTR’s testimony that WMATA management decided “early on in the contract” to pay Bullock for “the time that they did not get on the track” (findings 21-25). Thus, we conclude that WMATA had notice of the “lost time” issue and Bullock did not waive its right to seek an equitable adjustment.

Bullock’s Lost Time Claim is Not Barred as a Delay Claim.

WMATA is dismissive of the Lost Time claim as a delay claim, contending that it is barred by the Delay Claim provisions in the SOW (WMATA br. at 14-15). We do not find this persuasive for several reasons.

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First, we do not find the Lost Time claim to be a traditional delay claim. Bullock does not argue that the critical path of the project was delayed or seek damages typically associated with a delay claim (e.g. extended overhead, unabsorbed home office overhead, time extension) (R4, tab 15 at 391-92). A contractor seeking to recover for government delay bears the burden to prove the extent of the alleged delay, a causal link between the government's wrongful acts and the delay to the contractor's performance, and the alleged harm to the contractor. *Kinetic Builder's Inc. v. Peters*, 226 F.3d 1307, 1316-17 (Fed. Cir. 2000) (citing *Essex Electro Eng'rs, Inc. v. Danzig*, 224 F.3d 1283, 1295 (Fed. Cir. 2000)). The contractor must show that the government's actions affected activities on the critical path of the contract. *Id.* at 1317. Bullock does not discuss the legal standard for delay or attempt to satisfy this burden.

Second, even if we viewed the Lost Time claim as a delay claim (which we do not), recovery is not barred by the Delay Claim provisions in the SOW. The Contract is a hodgepodge of inconsistent provisions which expressly both allow and disallow compensable delay (findings 18-19). While WMATA relies upon language in the SOW which appears to limit a contractor to a time extension as its "sole and exclusive remedy" for delay, we apply the Order of Precedence clause and conclude that Section 10 of the Terms and Conditions takes precedence over the SOW Delay Claims language relied upon by WMATA. Regardless, we decline to apply the delay provisions of Section 10 of the Terms and Conditions to the Lost Time claim because it is not a delay claim.

Third, the Engineer Board of Contract Appeals (the Engineer Board)¹⁵ previously addressed both delay and "lost time" or "waiting time" in its decision involving WMATA in *Perini, Horn, Morrison-Knudsen (JV)*, ENGBCA 4821, 87-1 BCA ¶19,545. In *Perini*, WMATA entered into a contract for railway work using an approved outage schedule; however, work was often interrupted during approved outages. *Id.* at 98,765. The contractor "mobilized on days for which outages were granted in reliance on approved outages without, in fact, being permitted to work on and around the tracks." *Id.* The contractor's claim for "alleged delays in obtaining specified track outage time" was denied by WMATA which asserted that the Railroad had "complete control" over outages. *Id.* at 98,768-69. The Engineer Board found the denial of access to be a constructive change. *Id.* at 98,771. Distinguishing between project delay and the waiting time caused by WMATA's failure to provide outages, the Board declined to find project delay but awarded the contractor non-supervisory labor and equipment costs for its "waiting time." *Id.* at 98,766-67; 98,772. Here, we view Bullock's "lost time" in the same light as the "waiting time" in *Perini*.

¹⁵ Although the Engineer Board of Contract Appeals was absorbed by this Board in 2000, its decisions do not constitute binding precedent upon us. Nevertheless, we may find them to be persuasive authority as we do here.

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Finally, the Lost Time claim turns on WMATA's failure to provide access to the tracks. Bullock consistently requests compensation for "lost time" for personnel idled by WMATA's failure to provide track access (R4, tab 15 at 392; compl. ¶¶ 9-13; app. reply br. at 1-7). Even the CO's final decision addressed the claim, in the alternative, as a lack of access issue and noted that the Contract caps relief to two hours of show-up time (finding 6). Thus, we address WMATA's failure to provide track access as a breach resulting in "lost time."

WMATA Breached the Contract by Failing to Provide Scheduled Track Access.

"Denial of access where the Government expressly warranted site availability normally constitutes a change to the work entitling the contractor to an equitable adjustment." *Com. Contractors Equip., Inc.*, ASBCA No. 52930 *et al.*, 03-2 BCA ¶ 32,381 at 160,258 (citing *Carl W. Linder Co.*, ENGBCA No. 3526, 78-1 BCA ¶ 13,114 at 64,097-98). In *Commercial Contractors*, we addressed a site access issue which caused the contractor to change its sequence of work to accommodate the lack of access. 03-2 BCA ¶ 32,381 at 160,258-59. Treating the site access issue as a change, we held that the contractor was entitled to an equitable adjustment for the increased costs arising from the government's failure to secure the right of way. *Id.*

In *Perini*, the Engineer Board addressed a factually similar circumstance involving WMATA's failure to provide track access in accordance with an approved outage schedule. 87-1 BCA ¶ 19,545 at 98,765. After the contractor mobilized "in reliance on approved outages," it was interrupted or not "permitted to work on and around the tracks," incurring labor and equipment costs for its "waiting time" when it could not access the track. *Id.* The Board concluded that the contractor was "entitled to rely upon the unequivocal, positive representations . . . warranting that uninterrupted outages would be authorized despite the presence of general cautionary language." *Id.* at 98,769. While the claim alleged "delays in obtaining specified track outage time," the Board found the denial of access to be a constructive change. *Id.* at 98,766, 98,771.

Here, Bullock's circumstance closely resembles the facts in *Perini*. Under the Contract, WMATA was responsible for acquiring track access and power outages for all scheduled activities (finding 13). WMATA prepared the Work Schedules reflecting the Shift Time, scheduled period of track access, and whether the outage was approved (findings 10-12). The daily reports document hundreds of scheduled work activities where Bullock crews were waiting for access for hours after the scheduled Shift Time (findings 28-29).

Focused heavily on the facts, Bullock provides scant legal argument in support of its Lost Time claim. It expressly states that it does not seek relief "because of

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WMATA changing the contract” (app. reply br. at 3). Accordingly, we are not inclined to sustain a claim on an argument disavowed by appellant.

However, we have found that (1) WMATA was responsible, under the Contract, for acquiring track access and power outages (finding 13); (2) WMATA prepared the Work Schedules reflecting scheduled track access (findings 10, 12); and (3) WMATA repeatedly failed to provide track access at the time indicated in the Work Schedules (finding 28). Thus, we conclude that WMATA breached the very terms of the Contract that it drafted and the Work Schedules it prepared.

At a Minimum, WMATA Breached the Duty of Good Faith and Fair Dealing.

Even if we were to conclude that Bullock should have expected isolated incidents where an operational issue might impact release of track access and that WMATA reserved some discretion in those circumstances, the Contract did not contemplate or provide notice to Bullock that crews routinely would be held for hours beyond their scheduled Shift Start Time waiting for track access. It indicated that WMATA could move crews to a different location or dismiss them “if moving the crews to another location is not possible” (finding 14). At a minimum, WMATA had a duty to not hinder or interfere with Bullock’s performance on the Contract, and WMATA breached that duty.

The covenant of good faith and fair dealing is an implied duty that “imposes obligations on both contracting parties that include the duty not to interfere with the other party’s performance and not to act so as to destroy the reasonable expectations of the other party regarding the fruits of the contract.” *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005). Failure to fulfill the implied covenant of good faith and fair dealing constitutes a breach of the contract. *Metcalf Constr. Co., Inc. v. United States*, 742 F.3d 984, 990 (Fed. Cir. 2014).

We note that Bullock does not argue that WMATA breached the duty of good faith and fair dealing; however, “judges are not ostriches, burying their heads in the sand . . .” *Tanik Constr. Co., Inc.*, ASBCA No. 62527, 22-1 BCA ¶ 38,147 at 185,284. Where, as here, Bullock provides ample evidence that WMATA impeded its ability to perform the scheduled work causing crews to be idle for hours but fails to apply the proper label, we may recognize the conduct for what it is—a breach of the duty of the good faith and fair dealing.

WMATA’s Red Herring Arguments are Unsupported.

WMATA advances a few red herring arguments suggesting that Bullock caused its crews to be idle or padded its crews to increase its damages. WMATA asserts that Bullock “chose to provide too many people each shift leading to idle employees”

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(WMATA br. at 22). This argument fails because, in many instances, WMATA requested the crew size (finding 29). Additionally, it is illogical that Bullock would pad its crews with additional personnel that it was required to pay in order to incur more costs. WMATA also argues that Bullock simply completed the scheduled work “faster than expected” (WMATA br. at 22). This is similarly unpersuasive because the crews were idle while waiting for access to do the work, not because they finished early (finding 28). The daily reports consistently reflect hours of waiting followed by brief periods of track access (finding 28). Had the crews promptly received track access and completed the work activity in a shorter duration than the shift, they would not have been idled by a lack of track access.

WMATA Paid Bullock for Lost Time in Some Instances.

At hearing, the COTR testified that WMATA had agreed to compensate Bullock for its “lost time” and may have paid already for the hours claimed. However, the COTR was unable to determine which instances, if any, have been compensated. (Findings 24-25) Bullock denies that it has been paid for its “lost time” (tr. 3/42, 54).

Payment is an affirmative defense, and the government bears the burden of proof. *Aspen Consulting, LLC v. Secretary of Army*, 25 F.4th 1012, 1018 (Fed. Cir. 2022). Here, neither party identified instances where Bullock may have been paid for “lost time.” While WMATA does not meet its burden to demonstrate the affirmative defense of payment, the Board performed a thorough analysis of the daily reports and monthly invoice spreadsheets to avoid the risk of overpayment. As discussed in the Quantum section below, the Board identified numerous instances in which Bullock was paid through monthly invoices for “lost time” and adjusted its award accordingly.

III. Bullock’s Grout Pad Claim

Like its approach with the Lost Time claim, Bullock focuses heavily on the factual narrative; however, its legal cause of action remains nebulous. To sustain the Grout Pad claim, it appears we would have to find that Bullock fully performed all required elements of the Grout Pad Renewal SOW, that Bullock prepared and signed inaccurate records including daily reports and invoices under the direction and/or coercion of WMATA, and that WMATA’s ordering and payment of Track Assist Labor was improper in these circumstances because it misused the Track Labor Support CLIN to obtain Grout Pad Renewal work for a lower price. There is insufficient evidence or legal authority to connect those dots. Bullock’s position is both factually and legally unsupported.

While Bullock provided testimony of its work on the grout pads and the Contract could better define whether finishing is a task that Bullock must fulfill to complete Grout Pad Renewal, we are unwilling to ignore the body of

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contemporaneous records prepared and/or signed by Bullock and WMATA reflecting the work ordered, reported, invoiced, and paid (findings 41-44). Mr. Lutz vouched for the accuracy of the Daily Reports that he signed (finding 43). We find no evidence of falsity and are not inclined to open the associated Pandora's Box. Had we questioned the accuracy of the contemporaneous Daily Reports we would not have relied upon them in our decision and quantum calculation for the Lost Time claim.

We decline to draw the adverse inferences requested by Bullock in its post-hearing brief. Had Bullock desired to subpoena WMATA personnel to testify about its performance in 2017, it could have done so. Regardless, we have found the quality of Bullock's work in 2017 irrelevant to Bullock's claim regarding the 2019 Summer Shutdown (finding 39). While WMATA's internal daily reports would have provided additional information, we base our decision upon Bullock's contemporaneous Daily Reports and note that the testimony of WMATA's expert was not a factor in our decision. Thus, these arguments were unavailing.

We have found WMATA could choose to order work from Bullock under any or none of the CLINs (finding 2), and Bullock could accept or decline the scheduled activities (finding 10). We note that, in October 2017, Bullock requested that it be paid a Track Labor Support hourly rate for production work in certain circumstances (finding 38). This undermines Bullock's current position that Track Labor Support was only for non-track related work such as mowing (finding 35). Our review of the Daily Reports indicates that often the Track Labor Support CLIN was used as a "catchall" to compensate Bullock for the work it was performing or hours it was waiting for access. During the 2019 Summer Shutdown, Bullock was paid an hourly rate plus overtime, in some instances, for the 8- to 12-hour shifts that its crews were on site (finding 42). We conclude that Bullock has been compensated for the work it performed during the 2019 Summer Shutdown and the evidence does not support Bullock's Grout Pad Claim.

Even if we were to conclude that Bullock performed the required tasks for Grout Pad Renewal justifying payment under CLIN 10 for some work performed during the 2019 Summer Shutdown (which we do not), there is insufficient evidence to reasonably calculate quantum. We reject Bullock's assertion that it completed all 37,400 LF of Grout Pad Renewal work during the 2019 Summer Shutdown because it is contradicted by the sworn testimony of witnesses and not supported by the Daily Reports (finding 50). Daily Reports provide an incomplete picture of the amount of grout pad renewal work completed through the combined effort of Bullock and WMATA and what portion of that work was performed by Bullock (findings 46-47, 49).

QUANTUM

Where liability is clear and a fair and reasonable determination of quantum is possible, it would be legal error to deny the claim entirely. *In re Applied Cos.*, ASBCA No. 50593, 04-2 BCA ¶ 32,786 at 162,172; *S.W. Elecs. & Mfg. Corp. v. United States*, 655 F.2d 1078, 1088 (Ct. Cl. 1981); *Santa Fe Eng'rs, Inc.*, ASBCA No. 36682, 96-2 BCA ¶ 28,281 at 141,198. Where responsibility for damage is clear, it is not essential that the amount thereof be ascertainable with absolute exactness or mathematical precision: "It is enough if the evidence adduced is sufficient to enable a court or jury to make a fair and reasonable approximation." *Elec. & Missile Facilities, Inc. v. United States*, 416 F.2d 1345, 1358 (Ct. Cl. 1969) (quoting *Specialty Assembling & Packing Co. v. United States*, 355 F.2d 554, 572 (Ct. Cl. 1966)); *Tayag Bros. Enters., Inc.*, ASBCA No. 42097, 94-3 BCA ¶ 26,962 at 134,255, *aff'd on recon.*, 95-1 BCA ¶ 27,599.

Here, we have sufficient evidence to make a fair and reasonable approximation of damages arising from Bullock's Lost Time claim and we calculate these damages in detail in the Damages Calculation Appendix (Appendix) attached to this decision.¹⁶ As previously stated, that is not the case for the Grout Pad claim. Even if liability were clear, which it is not, there is insufficient information to reasonably determine quantum for the Grout Pad claim.

For its Lost Time claim, Bullock calculated its damages by assuming eight hours of track access and then subtracting the hours of track access that it was granted (R4, tab 15 at 397-406). As previously stated, we found unreasonable Bullock's expectation that it would have 8 hours of track time per shift (finding 26) and reject Bullock's calculation of damages. Instead, we approach quantum in much the same way that the Engineer Board did in its decision in *Perini*. We examined the hours that Bullock crews spent waiting for track access **after** the Scheduled Shift Time to determine the idle or "waiting time." With some minor adjustments as described below, we calculate Bullock's waiting time as the period between the Scheduled Shift start and its access to the track.

¹⁶ As explained in the Appendix, the dates, locations, crew size, and actual track time for each shift come from Bullock's claim, which is at tab 15 of the Rule 4 file, as verified by the daily reports, which are at tab 2 of appellant's supplement to the Rule 4. The scheduled track time comes from the Work Schedules at tabs 8A-C of appellant's supplement to the Rule 4 file. The hours for which Bullock has been paid come from the daily reports, which are found at tab 2 of appellant's supplement to the Rule 4, as cross-referenced with the monthly invoices, which are at tabs 34c-60c of the Rule 4 file.

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The Claimed Hourly Rate is Appropriate.

For its lost time, Bullock seeks the laborer standard hourly rate of \$77 for the Base Year and Option Year 1 and \$82 for Option Year 2 (findings 2, 5; R4, tab 15 at 397-406). Citing the definition of Track Labor Support from SOW para. 1.11.3, Bullock argues that the proper compensation is the applicable labor rate for Track Labor Support (app. reply br. at 4). WMATA challenges the claimed hourly rates because Bullock did not provide a break-down and the rates exceed those reflected in the payroll (WMATA br. at 31 n.18).

We conclude that the claimed hourly rates are the proper rates to use for Bullock's lost time. As discussed in the next section, WMATA compensated Bullock on numerous occasions based upon documented impacts to access (e.g., baseball games). In those instances, Daily Reports record the time as Track Labor Support (CLINs 5-6) (app. supp. R4, tab 2 at 68-69, 71-72, 86-87, 125-26, 213-14, 219-20, 268-69, 322-23, 340-41, 358-59, 379-80, 442-43, 452-53, 464-65, 470-71, 473-74, 488-89, 497-98, 500-01, 503-04, 602-03, 608-09, 617-18, 670-71, 1051-52, 1081-82, 1114-15, 1120-21, 1150-51, 1156-57, 1180-81, 1183-84, 1219-20, 1225-26, 1303-04, 1351-52, 1381-82, 1390-91, 1397-98, 1416-17, 1440-41, 1488-89, 1521-22, 1524-25, 1527-28, 1530-31, 1599-1600, 1605-06, 1608-09, 1662-63, 1665-66, 1668-69, 1671-72). Monthly invoices indicate that WMATA paid Bullock using Track Labor Support rates (R4, tabs 32c-60c). "[T]he parties' contemporaneous construction of an agreement, before it has become the subject of a dispute, is entitled to great weight in its interpretation." *Reliable Contracting Grp., LLC v. Dep't of Veterans Affairs*, 779 F.3d 1329, 1332 (Fed. Cir. 2015) (quoting *Max Drill, Inc. v. United States*, 427 F.2d 1233, 1240 (Ct. Cl. 1970)). Therefore, in our Appendix calculations, we apply the same hourly labor rates that the parties used on the Contract.

Damages Adjusted for Compensation Received and Contractor Inefficiency.

A review of the contemporaneous daily reports revealed more than 50 shifts where daily reports identified delay hours or reported Track Labor Hours worked while Bullock was waiting for track access (finding 30). Corresponding monthly invoices confirm payment for Bullock crews at the standard laborer contract rate on those dates. (Findings 2, 30) Where WMATA paid Bullock hourly rates for the crews idled due to lack of access, we reduced the compensable lost time by the hours¹⁷ paid by WMATA in the Appendix.

Additionally, there were more than 25 shifts in which we reduced the compensable "lost time" because the tracks had been de-energized more than 45 minutes prior to Bullock's entry on the track. We have carefully and comprehensively reviewed the daily

¹⁷ Typically, this adjustment was 1 to 2 hours (see app'x).

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reports and find that the time between de-energization of the tracks and entry on the tracks typically varied from 5 to 45 minutes with the average time less than 30 minutes (app. supp. R4, tab 2)). Thus, for purposes of our Appendix calculations, where the contractor took more than 45 minutes to access the tracks after they were de-energized and no justification was provided, the compensable waiting time was adjusted to end 30 minutes after de-energization rather than when the contractor entered the track (*see* app'x, column O).

On four occasions,¹⁸ Bullock claimed "lost time" while waiting for production work; however, its daily report indicated little or no production work on those dates but recorded 8 hours of Track Labor Support (app. supp. R4, tab 2 at 1150, 1219, 1225, 1416). On those dates, monthly invoices indicate that Bullock's crew was paid for an eight hour shift (R4, tabs 50c and 58c). We do not award any lost-time compensation for those four shifts.

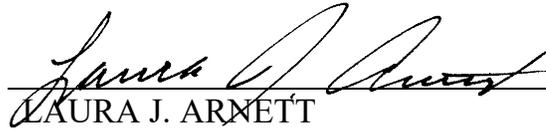
Amount Awarded to Bullock:

The Board expended considerable time and effort to calculate fair and reasonable damages arising from WMATA's failure to provide track access as required by contract. As reflected in the Appendix, Bullock is awarded damages in the amount of \$662,288.75 for the Lost Time claim.

CONCLUSION

As to Bullock's Lost Time claim, we grant judgment in favor of Bullock and award Bullock \$662,288.75. As to Bullock's Grout Pad claim, we grant judgment in favor of WMATA.

Dated: September 25, 2025



LAURA J. ARNETT
Administrative Judge
Armed Services Board
of Contract Appeals

(Signatures continued)

¹⁸ Dates include 3/4/2019, 3/27/2019, 3/28/2019, 10/1/2019 (*see* app'x).

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I concur



OWEN C. WILSON
Administrative Judge
Acting Chairman
Armed Services Board
of Contract Appeals

I concur



J. REID PROUTY
Administrative Judge
Vice Chairman
Armed Services Board
of Contract Appeals

I certify that the foregoing is a true copy of the Opinion and Decision of the Armed Services Board of Contract Appeals in ASBCA No. 62683, Appeal of Bullock Construction Inc., rendered in conformance with the Board's Charter.

Dated:

PAULLA K. GATES-LEWIS
Recorder, Armed Services
Board of Contract Appeals

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| 6/29/18 | Lutz | 9 | B04 | 2200 | 0030-0400 | 4.5 | 0200-0400 | 2 | 1.5 | 13.5 | \$77.00 | \$1,039.50 | | |
| | Salazar | 14 | C10-12 | 2100 | 2200-0400 | 6 | 2300-0400 | 5 | 1 | 14 | \$77.00 | \$1,078.00 | | |
| | Howard | 6 | Forest Glen | 2200 | 0030-0430 | 4 | 0000-0245 | 2.75 | 0 | 0 | \$77.00 | \$0.00 | | |
| 6/27/18 | Edmonds | 7 | F01-E01 | 2200 | 0030-0430 | 4 | 0210-0400 | 1.75 | 1.5 | 10.5 | \$77.00 | \$808.50 | | |
| | Lutz | 13 | D08 | 2200 | 2200-0400 | 6 | 2330-0400 | 4.5 | 1.5 | 19.5 | \$77.00 | \$1,501.50 | | |
| 6/28/18 | Edmonds | 7 | F01-E01 | 2200 | 0030-0430 | 4 | 0225-0400 | 1.5 | 1.25 | 8.75 | \$77.00 | \$673.75 | | De-energized at 0120 + 30 min |
| | Salazar | 6 | A09 | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 9 | \$77.00 | \$693.00 | | |
| | Lutz | 13 | D08 | 2200 | 2200-0400 | 6 | 2345-0400 | 4.25 | 1.75 | 22.75 | \$77.00 | \$1,751.75 | | |
| 7/1/18 | Edmonds | 10 | E02-04 | 1800 | 1800-0400 | 10 | 0158-0400 | 2 | 0 | 0 | \$77.00 | \$0.00 | 7.5 | PAID - R4, tab 42c |
| 7/2/18 | Salazar | 20 | A03 | 2200 | 0030-0430 | 4 | 0130-0400 | 2.5 | 1 | 20 | \$77.00 | \$1,540.00 | | |
| 7/3/18 | Salazar | 15 | L-Line Bridge | 2200 | 0030-0430 | 4 | 0115-0400 | 2.75 | 0.75 | 11.25 | \$77.00 | \$866.25 | | |
| 7/8/18 | Lutz | 8 | E06-08 | 2200 | 0030-0430 | 4 | 0210-0330 | 1.25 | 1 | 8 | \$77.00 | \$616.00 | 0.5 | PAID - R4, tab 42c |
| | Taylor | 5 | Union Station | 2200 | 2200-0600 | 8 | 2200-0100 | 3 | 0 | 0 | \$77.00 | \$0.00 | | |
| 7/9/18 | Edmonds | 7 | G03 | 2200 | 2200-0430 | 6.5 | 0140-0400 | 2.25 | 3.5 | 24.5 | \$77.00 | \$1,886.50 | | |
| 7/10/18 | Edmonds | 7 | G03 | 2200 | 2200-0430 | 6.5 | 0230-0400 | 1.5 | 4.5 | 31.5 | \$77.00 | \$2,425.50 | | |
| | Lutz | 9 | West Hyatts | 2200 | 2200-0430 | 6.5 | 0200-0330 | 1.5 | 3.5 | 31.5 | \$77.00 | \$2,425.50 | 0.5 | PAID - R4, tab 42c |
| 7/11/18 | Tuzan | 10 | G01-D98 | 2200 | 2200-0430 | 6.5 | 0155-0400 | 2 | 4 | 40 | \$77.00 | \$3,080.00 | | |
| | Lutz | 9 | G04 | 2200 | 0030-0430 | 8 | 0230-0400 | 1.5 | 1 | 9 | \$77.00 | \$693.00 | 1 | PAID - R4, tab 42c |
| | Edmonds | 7 | C15 | 2200 | 2200-0400 | 6 | 0255-0400 | 1 | 3.5 | 24.5 | \$77.00 | \$1,886.50 | 1.5 | PAID - R4, tab 42c |
| 7/12/18 | Lutz | 9 | K2 | 2200 | 0030-0430 | 4 | 0230-0330 | 1 | 2 | 18 | \$77.00 | \$1,386.00 | | |
| | Tuzan | 10 | D98-G01 | 2200 | 2200-0430 | 6.5 | 0153-0400 | 2 | 3.75 | 37.5 | \$77.00 | \$2,887.50 | | |
| | Edmonds | 7 | C14-15 | 2200 | 2200-0430 | 6.5 | 0230-0400 | 1.5 | 4.5 | 31.5 | \$77.00 | \$2,425.50 | | |
| | Spain | 4 | Eastern Mkt | 0 | 0030-0400 | 3.5 | 0154-0345 | 1.75 | 1.5 | 6 | \$77.00 | \$462.00 | | |
| 7/13/18 | Edmonds | 9 | C14-15 | 2200 | 2200-0400 | 6 | 0425-0600 | 1.5 | 4.25 | 38.25 | \$77.00 | \$2,945.25 | 2 | PAID - R4, tab 42c |
| 7/16/18 | Edmonds | 10 | C14-15 | 2200 | 2200-0400 | 6 | 0230-0400 | 1.5 | 4.5 | 45 | \$77.00 | \$3,465.00 | | |
| | Spain | 6 | F09 | 2200 | 2200-0400 | 6 | 0145-0400 | 2.25 | 3.75 | 22.5 | \$77.00 | \$1,732.50 | | |
| | Lutz | 10 | Courthouse | 2200 | 0030-0430 | 4 | 0800-0345 | 0.75 | 1 | 10 | \$77.00 | \$770.00 | 1.5 | PAID - R4, tab 42c |
| 7/17/18 | Lutz | 10 | K01 | 2200 | 0030-0430 | 4 | 0230-0400 | 1.5 | 1 | 10 | \$77.00 | \$770.00 | 1 | PAID - R4, tab 42c |
| | Ramirez | 6 | Eastern Mkt | 0 | 0030-0400 | 3.5 | 0240-0330 | 0.75 | 1 | 6 | \$77.00 | \$462.00 | 1 | PAID - R4, tab 42c |
| 7/18/18 | Spain | 7 | F04 | 2200 | 0030-0430 | 4 | 0047-0400 | 3.25 | 0.25 | 1.75 | \$77.00 | \$134.75 | | |
| | Higginbotham | 5 | K04 | 2200 | 0030-0430 | 4 | 0130-0400 | 2.5 | 1 | 5 | \$77.00 | \$386.00 | | |
| | Tuzan | 5 | Bethesda | 2200 | 0030-0430 | 4 | 0235-0400 | 1.5 | 2 | 10 | \$77.00 | \$770.00 | | |
| 7/19/18 | Higginbotham | 6 | K03 | 2200 | 0030-0430 | 4 | 0130-0400 | 2.5 | 1 | 6 | \$77.00 | \$462.00 | | |
| | Tuzan | 7 | A08-09 | 2200 | 0030-0430 | 4 | 0210-0400 | 1.75 | 1.5 | 10.5 | \$77.00 | \$808.50 | | |
| | Spain | 7 | Metro Ctr | 2200 | 0030-0430 | 4 | 0100-0400 | 3 | 0.75 | 5.25 | \$77.00 | \$404.25 | | |
| 7/29/18 | Tuzan | 9 | Fed Ctr | 2200 | 0030-0430 | 4 | 0245-0400 | 1.25 | 2.25 | 20.25 | \$77.00 | \$1,559.25 | | |
| 7/30/18 | Tuzan | 9 | Eastern Mkt | 2200 | 0030-0430 | 4 | 0220-0400 | 1.75 | 1.75 | 15.75 | \$77.00 | \$1,212.75 | | |
| 7/31/18 | Tuzan | 9 | Eastern Mkt | 2200 | 0030-0430 | 4 | 0247-0400 | 1.25 | 2.25 | 20.25 | \$77.00 | \$1,559.25 | | |
| 8/1/18 | Tuzan | 9 | Bennig Rd | 2200 | 0030-0430 | 4 | 0245-0400 | 1.25 | 2.25 | 20.25 | \$77.00 | \$1,559.25 | | |
| 8/2/18 | Tuzan | 10 | Bennig Rd | 2200 | 0030-0430 | 4 | 0230-0400 | 1.5 | 2 | 20 | \$77.00 | \$1,540.00 | | |
| 8/6/18 | Tuzan | 10 | Addison Rd | 2200 | 0030-0430 | 4 | 0245-0400 | 1.25 | 2.25 | 22.5 | \$77.00 | \$1,732.50 | | |
| 8/7/18 | Tuzan | 9 | Courthouse | 2200 | 0030-0430 | 4 | 0125-0400 | 2.5 | 1 | 9 | \$77.00 | \$693.00 | | |
| 8/8/18 | Tuzan | 9 | Gallery Pl | 2200 | 0030-0430 | 4 | 0140-0400 | 2.25 | 1 | 9 | \$77.00 | \$693.00 | | |
| 8/9/18 | Tuzan | 9 | Waterfront | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 13.5 | \$77.00 | \$1,039.50 | | |
| 8/12/18 | Howard | 5 | Waterfront | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 7.5 | \$77.00 | \$577.50 | | |
| 8/14/18 | Howard | 5 | Anacosta | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 7.5 | \$77.00 | \$577.50 | | |
| 8/16/18 | Howard | 5 | Naylor Rd | 2200 | 0030-0430 | 4 | 0215-0400 | 1.75 | 1 | 5 | \$77.00 | \$386.00 | | De-energized at 0108 + 30 min |
| 8/20/18 | Spain | 9 | L'Enfant | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 13.5 | \$77.00 | \$1,039.50 | | |
| 8/21/18 | Spain | 9 | Pentagon | 2200 | 0030-0430 | 4 | 0259-0400 | 1 | 1.75 | 15.75 | \$77.00 | \$1,212.75 | | De-energized at 0145 + 30 min |
| 8/22/18 | Howard | 9 | Pentagon | 2200 | 0030-0430 | 4 | 0315-0400 | 0.75 | 2.75 | 24.75 | \$77.00 | \$1,905.75 | | |
| 8/28/18 | Howard | 8 | Braddock Rd | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 12 | \$77.00 | \$924.00 | | |
| 8/30/18 | Howard | 7 | Huntington | 2200 | 0030-0430 | 4 | 0200-0330 | 1.5 | 1.5 | 10.5 | \$77.00 | \$808.50 | | |
| 9/4/18 | Tuzan | 5 | Foggy Bott | 2200 | 2200-0600 | 8 | 0150-0400 | 2.25 | 3.75 | 18.75 | \$77.00 | \$1,443.75 | | |
| 9/5/18 | Tuzan | 5 | Courthouse | 2200 | 2200-0600 | 8 | 0145-0400 | 2.25 | 3.75 | 18.75 | \$77.00 | \$1,443.75 | | |
| | Spain | 7 | Med Ctr | 2200 | 2200-0400 | 6 | 0250-0400 | 1.25 | 2.5 | 17.5 | \$77.00 | \$1,347.50 | | De-energized at 2357 + 30 min |
| 9/6/18 | Tuzan | 4 | Courthouse | 2200 | 0030-0430 | 4 | 0115-0400 | 2.75 | 0.75 | 3 | \$77.00 | \$231.00 | | |
| | Norman | 5 | L-Line Bridge | 2200 | 2200-0600 | 8 | 0015-0400 | 3.75 | 2.25 | 11.25 | \$77.00 | \$866.25 | | |
| | Spain | 5 | Bethesda | 2200 | 0030-0430 | 4 | 0210-0430 | 2.25 | 1.75 | 8.75 | \$77.00 | \$673.75 | | |
| 9/9/18 | Spain | 6 | Woodley | 2200 | 2200-0600 | 8 | 0201-0400 | 2 | 3 | 18 | \$77.00 | \$1,386.00 | | |
| 9/10/18 | Spain | 6 | Dupont | 2200 | 2200-0600 | 8 | 0230-0400 | 1.5 | 2.5 | 15 | \$77.00 | \$1,155.00 | | De-energized at 0002 + 30 min |
| 9/11/18 | Higginbotham | 11 | A05 | 2200 | 0030-0430 | 4 | 0230-0600 | 3.5 | 1 | 11 | \$77.00 | \$847.00 | 1 | PAID - R4, tab 44c |

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below is subject to an ASBCA Protective Order.

This version has been approved for public release.

| | | | | | | | | | | | | | | |
|-----------|--------------|----|----------------|------|-----------|--------|-----------|------|------|-------|---------|------------|-----|-----------------------------------|
| 3/5/2019 | Higginbotham | 7 | Forest Glen | 2200 | 0030-0400 | 3.5 | 0000-0400 | 4 | 0 | 0 | \$77.00 | \$0.00 | | |
| | Howard | 5 | Bethesda | 2200 | 0030-0430 | 4 | 0930-0400 | 0.5 | 1 | 5 | \$77.00 | \$385.00 | 2 | PAID - R4, tab 50c |
| 3/6/2019 | Bandoo | 5 | Woodley Park | 2200 | 0030-0400 | 3.5 | 0100-0500 | 4 | 0.5 | 2.5 | \$77.00 | \$192.50 | | |
| | Edmonds | 13 | Foggy Bott | 2200 | 2200-0400 | 6 | 2320-0400 | 4.5 | 1.25 | 16.25 | \$77.00 | \$1,251.25 | | |
| | Howard | 6 | Tenleytown | 2200 | 0030-0430 | 4 | 0250-0400 | 4.25 | 2.25 | 13.5 | \$77.00 | \$1,039.50 | | |
| 3/7/2019 | Higginbotham | 5 | Rosslyn | 2200 | 2200-0400 | 6 | 0130-0400 | 1.5 | 3.5 | 17.5 | \$77.00 | \$1,347.50 | | |
| 3/10/2019 | Howard | 7 | Tenleytown | 2200 | 0030-0430 | 4 | 0205-0400 | 2 | 1.5 | 10.5 | \$77.00 | \$808.50 | | |
| 3/11/2019 | Edmonds | 12 | C04-05 | 2200 | 2200-0400 | 6 | 2330-0400 | 4.5 | 1.5 | 18 | \$77.00 | \$1,386.00 | | |
| 3/13/2019 | Norman | 11 | C04-05 | 2200 | 2200-0400 | 6 | 2245-0400 | 5.25 | 0.75 | 8.25 | \$77.00 | \$635.25 | | |
| | Spain | 7 | Woodley Park | 2200 | 0030-0430 | 4 | 0822-0345 | 0.25 | 1.25 | 8.75 | \$77.00 | \$673.75 | 1.5 | PAID - R4, tab 50c |
| 3/14/2019 | Spain | 6 | Woodley Park | 2200 | 0030-0430 | 4 | 0826-0340 | 0.25 | 1 | 6 | \$77.00 | \$462.00 | 2 | PAID - R4, tab 50c |
| 3/16/2019 | Bandoo | 6 | Woodley Park | 1800 | 0600-0400 | around | 0000-0600 | 6 | 0 | 0 | \$77.00 | \$0.00 | | |
| | Norman | 4 | G02-03 | 2200 | 0030-0600 | 5.5 | 0250-0600 | 3.25 | 2.25 | 9 | \$77.00 | \$693.00 | | |
| 3/18/2019 | Higginbotham | 5 | Woodley Park | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 7.5 | \$77.00 | \$577.50 | | |
| 3/19/2019 | Higginbotham | 5 | Prince George | 2200 | 0030-0430 | 4 | 0115-0400 | 2.75 | 0.75 | 3.75 | \$77.00 | \$288.75 | | |
| 3/21/2019 | Edmonds | 6 | New Carrollton | 2200 | 0030-0430 | 4 | 0210-0400 | 1.75 | 1.75 | 10.5 | \$77.00 | \$808.50 | | |
| 3/23/2019 | Higginbotham | 4 | Morgan Sta | 2200 | 0030-0430 | 4 | 0900-0500 | 2 | 2.5 | 10 | \$77.00 | \$770.00 | | |
| 3/24/2019 | Norman | 13 | D02-04 | 2200 | 0030-0430 | 4 | 2330-0400 | 4.5 | 0 | 0 | \$77.00 | \$0.00 | | |
| | Howard | 5 | Reston | 2200 | 0030-0430 | 4 | 0900-0400 | 1 | 2.5 | 12.5 | \$77.00 | \$962.50 | | |
| 3/25/2019 | Higginbotham | 6 | Forest Glen | 2200 | 0030-0430 | 4 | 0115-0400 | 2.75 | 0.75 | 4.5 | \$77.00 | \$346.50 | | |
| | Howard | 5 | King St | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 7.5 | \$77.00 | \$577.50 | | |
| 3/26/2019 | Howard | 5 | Greenboro | 2200 | 0030-0430 | 4 | 0145-0225 | 0.75 | 1.25 | 6.25 | \$77.00 | \$481.25 | | |
| 3/27/2019 | Higginbotham | 6 | Addison Rd | 2200 | 0030-0430 | 4 | 0115-0400 | 3 | 0 | 0 | \$77.00 | \$0.00 | 8 | PAID - R4, tab 50c; no production |
| | Howard | 5 | Alexandria Yd | 2200 | 0030-0430 | 4 | 0045-0400 | 3.25 | 0.25 | 1.25 | \$77.00 | \$96.25 | | |
| 3/28/2019 | Higginbotham | 6 | Addison Rd | 2200 | 0030-0430 | 4 | 0120-0400 | 2.75 | 0 | 0 | \$77.00 | \$0.00 | 8 | PAID - R4, tab 50c; no production |
| | Howard | 5 | Virginia Sq | 2200 | 0030-0430 | 4 | 0130-0400 | 2.5 | 1 | 5 | \$77.00 | \$385.00 | | |
| 3/31/2019 | Norman | 20 | D04-05 | 2200 | 2200-0630 | 8.5 | 2330-0400 | 4.5 | 1.5 | 30 | \$77.00 | \$2,310.00 | | |
| 4/1/2019 | Higginbotham | 9 | Bethesda | 2200 | 0030-0430 | 4 | 0115-0330 | 2.25 | 0.75 | 6.75 | \$77.00 | \$518.75 | | |
| | Norman | 11 | G02-03 | 2200 | 2200-0430 | 6.5 | 2330-0400 | 4.5 | 1.5 | 16.5 | \$77.00 | \$1,270.50 | | |
| 4/2/2019 | Edmonds | 6 | D04-05 | 2200 | 0030-0400 | 3.5 | 0155-0400 | 2 | 1.25 | 7.5 | \$77.00 | \$577.50 | | |
| | Higginbotham | 7 | Bethesda | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 10.5 | \$77.00 | \$808.50 | | |
| | Norman | 18 | G02-03 | 2200 | 2200-0430 | 6.5 | 0000-0400 | 4 | 2 | 36 | \$77.00 | \$2,772.00 | | |
| 4/3/2019 | Norman | 12 | G02-03 | 2200 | 2200-0430 | 6.5 | 2300-0400 | 5 | 1 | 12 | \$77.00 | \$924.00 | | |
| 4/4/2019 | Howard | 5 | Virginia Sq | 2200 | 0030-0430 | 4 | 0130-0230 | 1 | 1 | 5 | \$77.00 | \$385.00 | | |
| 4/5/2019 | Bandoo | 6 | D&G | 2200 | 0030-0600 | 5.5 | 0230-0600 | 3.5 | 2 | 12 | \$77.00 | \$924.00 | | |
| 4/6/2019 | Bandoo | 5 | D&G | 2200 | 0030-0600 | 5.5 | 0200-0600 | 4 | 1.5 | 7.5 | \$77.00 | \$577.50 | | |
| 4/7/2019 | Bandoo | 14 | Capitol Hts | 2200 | 0030-0430 | 4 | 0100-0400 | 3 | 0.5 | 7 | \$77.00 | \$539.00 | | |
| 4/8/2019 | Norman | 18 | G02-03 | 2200 | 2200-0600 | 8 | 2310-0400 | 4.75 | 1 | 18 | \$77.00 | \$1,386.00 | | |
| 4/9/2019 | Norman | 19 | G02-03 | 2200 | 2200-0600 | 8 | 2330-0400 | 4.5 | 1.5 | 28.5 | \$77.00 | \$2,194.50 | | |
| | Higginbotham | 6 | Friendship | 2200 | 0030-0430 | 4 | 0130-0400 | 2.5 | 1 | 6 | \$77.00 | \$462.00 | | |
| | Howard | 6 | Pentagon | 2200 | 0030-0430 | 4 | 0218-0400 | 1.75 | 1.75 | 10.5 | \$77.00 | \$808.50 | | |
| 4/10/2019 | Norman | 16 | G02-03 | 2200 | 2200-0600 | 8 | 2330-0400 | 4.5 | 1.5 | 24 | \$77.00 | \$1,848.00 | | |
| | Howard | 7 | Pentagon | 2200 | 0030-0430 | 4 | 0215-0400 | 1.75 | 1.75 | 12.25 | \$77.00 | \$943.25 | | |
| 4/11/2019 | Howard | 6 | Pentagon | 2200 | 0030-0430 | 4 | 0210-0400 | 1.75 | 1.75 | 10.5 | \$77.00 | \$808.50 | | |
| 4/13/2019 | Norman | 13 | G01-D98 | 2200 | 2200-0400 | 6 | 2315-0600 | 6.75 | 1.25 | 16.25 | \$77.00 | \$1,251.25 | | |
| | Edmonds | 6 | Dunn Loring | 2200 | 0030-0600 | 5.5 | 0315-0600 | 2.75 | 2.75 | 16.5 | \$77.00 | \$1,270.50 | | |
| 4/14/2019 | Norman | 19 | G01-D98 | 2200 | 2200-0400 | 6 | 2330-0400 | 4.5 | 1.5 | 28.5 | \$77.00 | \$2,194.50 | | |
| 4/16/2019 | Castillo | 10 | G03-D98 | 2200 | 2200-0400 | 6 | 2320-0400 | 4.75 | 1.25 | 12.5 | \$77.00 | \$962.50 | | |
| | Howard | 5 | Vies Ctr | 2200 | 0030-0430 | 4 | 0158-0400 | 2 | 1.5 | 7.5 | \$77.00 | \$577.50 | | |
| 4/17/2019 | Bandoo | 8 | Berning Rd | 2200 | 0030-0430 | 4 | 0000-0400 | 4 | 0 | 0 | \$77.00 | \$0.00 | | |
| | Howard | 7 | Friendship | 2200 | 0030-0430 | 4 | 0240-0345 | 1 | 1 | 7 | \$77.00 | \$539.00 | 1 | PAID - R4, tab 51c |
| 4/18/2019 | Castillo | 12 | G03-D98 | 2200 | 2200-0400 | 6 | 2355-0400 | 4 | 1.75 | 21 | \$77.00 | \$1,617.00 | | |
| | Howard | 6 | Van Ness | 2200 | 0030-0430 | 4 | 0204-0400 | 2 | 1.5 | 9 | \$77.00 | \$693.00 | | |
| 4/19/2019 | Higginbotham | 9 | Whiteflint | 2200 | 0030-0600 | 5.5 | 0200-0500 | 3 | 1.5 | 13.5 | \$77.00 | \$1,039.50 | | |
| 4/22/2019 | Castillo | 17 | G03-D&G | 2200 | 0030-0430 | 4 | 2335-0400 | 4.5 | 0 | 0 | \$77.00 | \$0.00 | | |
| 4/23/2019 | Castillo | 16 | G03-D&G | 2200 | 0030-0430 | 4 | 2320-0400 | 4.75 | 0 | 0 | \$77.00 | \$0.00 | | |
| 4/24/2019 | Castillo | 15 | G03-D&G | 2200 | 0030-0430 | 4 | 2315-0400 | 4.75 | 0 | 0 | \$77.00 | \$0.00 | | |
| 4/25/2019 | Castillo | 16 | G03-D&G | 2200 | 0030-0430 | 4 | 2345-0400 | 4.25 | 0 | 0 | \$77.00 | \$0.00 | | |
| 4/26/2019 | Edmonds | 5 | Landover | 2200 | 0030-0600 | 5.5 | 0323-0500 | 1.5 | 3 | 15 | \$77.00 | \$1,155.00 | | |
| 4/29/2019 | Edmonds | 6 | D&G | 2200 | 0030-0600 | 5.5 | 0210-0400 | 1.75 | 1.75 | 10.5 | \$77.00 | \$808.50 | | |
| 6-May | Norman | 14 | E01 | 2200 | 2200-0430 | 6.5 | 0000-0400 | 4 | 2 | 28 | \$77.00 | \$2,156.00 | | |

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| | | | | | | | | | | | | | | |
|-----------|---------|----|-------------|------|-----------|-----|-----------|------|------|-------|---------|------------|---|-------------------|
| 5/7/2019 | Norman | 10 | E01 | 2200 | 2200-0490 | 6.5 | 2315-0400 | 4.75 | 1.25 | 12.5 | \$77.00 | \$962.50 | | |
| 5/8/2019 | Norman | 14 | E01-F03 | 2200 | 2200-0490 | 6.5 | 2300-0400 | 5 | 1 | 14 | \$77.00 | \$1,078.00 | | |
| 5/9/2019 | Edmonds | 13 | E01-F03 | 2200 | 2200-0490 | 6.5 | 2315-0400 | 4.75 | 1.25 | 16.25 | \$77.00 | \$1,251.25 | | |
| 5/15/2019 | Bando | 6 | Friendship | 2200 | 0030-0490 | 4 | 0230-0400 | 1.5 | 2 | 12 | \$77.00 | \$924.00 | | |
| 5/20/2019 | Edmonds | 16 | E01-F03 | 2200 | 2200-0490 | 6.5 | 0010-0400 | 3.75 | 2 | 32 | \$77.00 | \$2,464.00 | | |
| | Howard | 7 | Metro Ctr | 2200 | 0030-0490 | 4 | 0230-0400 | 1.5 | 1 | 7 | \$77.00 | \$539.00 | 1 | PAID -R4, tab 52c |
| 5/21/2019 | Howard | 7 | Metro Ctr | 2200 | 0030-0490 | 4 | 0210-0400 | 1.75 | 1.75 | 12.25 | \$77.00 | \$943.25 | | |
| | Edmonds | 14 | E01-F03 | 2200 | 2200-0490 | 6.5 | 0015-0400 | 3.75 | 2.25 | 31.5 | \$77.00 | \$2,425.50 | | |
| 5/22/2019 | Edmonds | 13 | E01-F03 | 2200 | 2200-0490 | 6.5 | 0017-0400 | 3.75 | 2.25 | 29.25 | \$77.00 | \$2,252.25 | | |
| 5/29/2019 | Howard | 8 | Potomac Ave | 2200 | 0030-0490 | 4 | 0230-0400 | 1.5 | 2 | 16 | \$77.00 | \$1,232.00 | | |
| 6/1/2019 | Norman | 5 | G04 | 2200 | 0030-0600 | 5.5 | 0330-0600 | 2.5 | 3 | 15 | \$77.00 | \$1,155.00 | | |
| 6/6/2019 | Spain | 7 | Med Ctr | 2200 | 0030-0490 | 4 | 0220-0400 | 1.75 | 1.75 | 12.25 | \$77.00 | \$943.25 | | |

Base year through Option Yr 1

6614.25 \$77.00 \$509,297.25

OPTION YR 2

| | | | | | | | | | | | | | | |
|------------|--------------|----|---------------|------|-----------|-----|-----------|------|------|-------|---------|------------|---|-------------------|
| 7/13/2019 | Spain | 8 | Rosslyn | 2200 | 0030-0490 | 4 | 0230-0515 | 3.75 | 1 | 8 | \$82.00 | \$656.00 | | |
| 7/15/2019 | Howard | 7 | Stadium | 2200 | 0030-0490 | 4 | 0156-0400 | 2 | 1.5 | 10.5 | \$82.00 | \$861.00 | | |
| 7/16/2019 | Howard | 7 | Stadium | 2200 | 0030-0490 | 4 | 0145-0400 | 2.25 | 1.25 | 8.75 | \$82.00 | \$717.50 | | |
| 7/20/2019 | Howard | 4 | Cleveland | 2200 | 0030-0490 | 4 | 0329-0500 | 1.5 | 2 | 8 | \$82.00 | \$656.00 | 1 | PAID -R4, tab 54c |
| 8/23/2019 | Spain | 7 | Anacostia | 2200 | 0030-0490 | 4 | 0220-0345 | 1.5 | 1.75 | 12.25 | \$82.00 | \$1,004.50 | | |
| 8/28/2019 | Howard | 7 | Capitol S | 2200 | 0030-0490 | 4 | 0159-0400 | 2 | 1.5 | 10.5 | \$82.00 | \$861.00 | | |
| 9/11/2019 | Spain | 12 | F03 | 2200 | 0030-0490 | 4 | 0230-0402 | 1.5 | 1 | 12 | \$82.00 | \$984.00 | 1 | PAID -R4, tab 57c |
| 9/18/2019 | Salazar | 15 | E04 | 2200 | 2200-0490 | 6.5 | 0015-0400 | 3.75 | 2.25 | 33.75 | \$82.00 | \$2,767.50 | | |
| 9/23/2019 | Lutz | 12 | L Line Bridge | 2200 | 0030-0490 | 4 | 0230-0410 | 1.75 | 1 | 12 | \$82.00 | \$984.00 | 1 | PAID -R4, tab 57c |
| 9/19/2019 | Salazar | 13 | E04 | 2200 | 2200-0490 | 6.5 | 0230-0400 | 2.5 | 3.5 | 45.5 | \$82.00 | \$3,731.00 | | |
| 9/19/2019 | Castillo | 4 | A-10 | 2200 | 2200-0490 | 6.5 | 0300-0400 | 1 | 5 | 20 | \$82.00 | \$1,640.00 | | |
| 9/23/2019 | Howard | 5 | Pentagon | 2200 | 0030-0490 | 4 | 0145-0400 | 2.25 | 1.25 | 6.25 | \$82.00 | \$512.50 | | |
| 9/30/2019 | Howard | 5 | Pentagon | 2200 | 0030-0490 | 4 | 0150-0400 | 2.25 | 1.25 | 6.25 | \$82.00 | \$512.50 | | |
| 9/30/2019 | Norman | 14 | F08-09 | 2200 | 2200-0490 | 6.5 | 0015-0400 | 3.75 | 2.25 | 31.5 | \$82.00 | \$2,583.00 | | |
| 10/1/2019 | Howard | 5 | Pentagon | 2200 | 0030-0490 | 4 | 0249-0400 | 1.25 | 0 | 0 | \$82.00 | \$0.00 | 8 | PAID -R4, tab 58c |
| 10/2/2019 | Lutz | 6 | Pentagon | 2200 | 0030-0490 | 4 | 0150-0400 | 2.25 | 1.25 | 7.5 | \$82.00 | \$615.00 | | |
| 10/3/2019 | Castillo | 6 | Crystal City | 2200 | 0030-0490 | 4 | 0140-0400 | 2.25 | 1.25 | 7.5 | \$82.00 | \$615.00 | | |
| 10/6/2019 | Howard | 6 | Crystal City | 2200 | 0030-0490 | 4 | 0220-0400 | 1.75 | 1.75 | 10.5 | \$82.00 | \$861.00 | | |
| 10/8/2019 | Bando | 5 | Pentagon | 2200 | 0030-0490 | 4 | 0215-0350 | 1.5 | 1.75 | 8.75 | \$82.00 | \$717.50 | | |
| 10/10/2019 | Spain | 6 | C12 | 2200 | 0030-0490 | 4 | 0245-0300 | 0.75 | 2.5 | 15 | \$82.00 | \$1,230.00 | | |
| 10/13/2019 | Howard | 5 | King St | 2200 | 0030-0490 | 4 | 0227-0400 | 1.5 | 2 | 10 | \$82.00 | \$820.00 | | |
| 10/15/2019 | Spain | 7 | C13 | 2200 | 0030-0600 | 6.5 | 0322-0347 | 0.5 | 2.75 | 19.25 | \$82.00 | \$1,578.50 | | |
| 10/15/2019 | Higginbotham | 6 | Tenleytown | 2200 | 0030-0600 | 6.5 | 0330-0400 | 0.5 | 1 | 6 | \$82.00 | \$492.00 | 2 | PAID -R4, tab 58c |
| 10/21/2019 | Spain | 6 | K04 | 2200 | 0030-0490 | 4 | 0205-0348 | 1.75 | 1.5 | 9 | \$82.00 | \$738.00 | | |
| 10/22/2019 | Edmonds | 17 | Suitland/F10 | 2200 | 2200-0490 | 6.5 | 0135-0400 | 2.5 | 3.5 | 59.5 | \$82.00 | \$4,879.00 | | |
| 10/22/2019 | Spain | 6 | B10 | 2200 | 0030-0600 | 6.5 | 0230-0345 | 1.25 | 2 | 12 | \$82.00 | \$984.00 | | |
| 10/23/2019 | Edmonds | 16 | Suitland | 2200 | 2200-0490 | 6.5 | 0100-0400 | 3 | 3 | 48 | \$82.00 | \$3,936.00 | | |
| 10/13/2019 | Higginbotham | 12 | Tenleytown | 2200 | 0030-0490 | 4 | 0200-0400 | 2 | 1.5 | 18 | \$82.00 | \$1,476.00 | | |
| 10/23/2019 | Spain | 6 | K04 | 2200 | 0030-0490 | 4 | 0230-0345 | 1.25 | 2 | 12 | \$82.00 | \$984.00 | | |
| 10/24/2019 | Spain | 6 | K03 | 2200 | 0030-0490 | 4 | 0206-0345 | 1.75 | 1.5 | 9 | \$82.00 | \$738.00 | | |
| | Edmonds | 16 | Suitland | 2200 | 2200-0490 | 6.5 | 2340-0400 | 4.25 | 1.75 | 28 | \$82.00 | \$2,296.00 | | |
| 10/27/2019 | Higginbotham | 5 | Virginia Sq | 2200 | 0030-0490 | 4 | 0300-0400 | 1 | 2.5 | 12.5 | \$82.00 | \$1,025.00 | | |
| 10/28/2019 | Edmonds | 13 | Waterfront | 2200 | 2200-0490 | 6.5 | 0020-0400 | 3.75 | 2.25 | 29.25 | \$82.00 | \$2,398.50 | | |
| | Higginbotham | 6 | Virginia Sq | 2200 | 0030-0490 | 4 | 0145-0230 | 0.75 | 1.25 | 7.5 | \$82.00 | \$615.00 | | |
| 10/29/2019 | Higginbotham | 6 | Clarendon | 2200 | 0030-0490 | 4 | 0200-0330 | 1.5 | 1.5 | 9 | \$82.00 | \$738.00 | | |
| | Edmonds | 20 | Waterfront | 2200 | 2200-0490 | 6.5 | 0105-0400 | 3 | 3 | 60 | \$82.00 | \$4,920.00 | | |
| 10/31/2019 | Higginbotham | 5 | Clarendon | 2200 | 0030-0490 | 4 | 0240-0400 | 1.25 | 2 | 10 | \$82.00 | \$820.00 | | |
| 11/3/2019 | Higginbotham | 6 | Courthouse | 2200 | 0030-0490 | 4 | 0145-0400 | 2.25 | 1.25 | 7.5 | \$82.00 | \$615.00 | | |
| 11/4/2019 | Spain | 6 | K01 | 2200 | 0030-0490 | 4 | 0220-0340 | 1.25 | 0.75 | 4.5 | \$82.00 | \$369.00 | 1 | PAID -R4, tab 59c |
| | Higginbotham | 7 | Rosslyn | 2200 | 0030-0490 | 4 | 0145-0400 | 2.25 | 1.25 | 8.75 | \$82.00 | \$717.50 | | |
| 11/5/2019 | Higginbotham | 6 | Rosslyn | 2200 | 0030-0490 | 4 | 0145-0400 | 2.25 | 1.25 | 7.5 | \$82.00 | \$615.00 | | |
| 11/6/2019 | Lutz | 6 | Rosslyn | 2200 | 0030-0490 | 4 | 0210-0330 | 1.25 | 1.75 | 10.5 | \$82.00 | \$861.00 | | |
| 11/7/2019 | Spain | 6 | K01 | 2200 | 0030-0490 | 4 | 0234-0400 | 1.5 | 2 | 12 | \$82.00 | \$984.00 | | |
| | Howard | 6 | Rosslyn | 2200 | 0030-0490 | 4 | 0215-0400 | 1.75 | 1.75 | 10.5 | \$82.00 | \$861.00 | | |
| 11/12/2019 | Edmonds | 20 | J St | 2200 | 2200-0490 | 6.5 | 0125-0400 | 2.5 | 3.5 | 70 | \$82.00 | \$5,740.00 | | |
| | Howard | 6 | Brookland | 2200 | 0030-0490 | 4 | 0300-0400 | 1 | 2.5 | 15 | \$82.00 | \$1,230.00 | | |

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below is subject to an ASBCA Protective Order.

This version has been approved for public release.

| | | | | | | | | | | | | | | |
|------------|---------|----|-----------------|------|-----------|-----|-----------|------|------|-------|---------|------------|---|--------------------------------|
| 11/13/2019 | Edmonds | 20 | U St | 2200 | 2200-0430 | 6.5 | 0045-0400 | 3.25 | 2.75 | 55 | \$82.00 | \$4,510.00 | | |
| 11/14/2019 | Howard | 7 | Roslyn | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 10.5 | \$82.00 | \$861.00 | | |
| | Edmonds | 19 | U St | 2200 | 2200-0430 | 6.5 | 0050-0400 | 3.25 | 2.75 | 52.25 | \$82.00 | \$4,284.50 | | |
| 11/17/2019 | Salazar | 5 | Tysons | 2200 | 0030-0430 | 4 | 0259-0400 | 1 | 1.5 | 7.5 | \$82.00 | \$615.00 | 1 | PAID - R4, tab 59c |
| | Lutz | 6 | Tysons | 2200 | 0030-0430 | 4 | 0300-0345 | 0.75 | 1.5 | 9 | \$82.00 | \$738.00 | 1 | PAID - R4, tab 59c |
| | Spain | 6 | CO4 | 2200 | 0030-0430 | 4 | 0245-0400 | 1.25 | 1.25 | 7.5 | \$82.00 | \$615.00 | 1 | PAID - R4, tab 59c |
| | Howard | 5 | Foggy Bott | 2200 | 0030-0430 | 4 | 0233-0400 | 1.5 | 1 | 5 | \$82.00 | \$410.00 | 1 | PAID - R4, tab 59c |
| 11/18/2019 | Edmonds | 18 | Columbia | 2200 | 2200-0430 | 6.5 | 0050-0400 | 3.25 | 2.75 | 49.5 | \$82.00 | \$4,059.00 | | |
| | Spain | 7 | A03 | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 10.5 | \$82.00 | \$861.00 | | |
| | Howard | 6 | Foggy Bott | 2200 | 0030-0430 | 4 | 0204-0400 | 2 | 1.5 | 9 | \$82.00 | \$738.00 | | |
| | Salazar | 5 | Greensboro | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 7.5 | \$82.00 | \$615.00 | | |
| | Lutz | 7 | Greensboro | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 10.5 | \$82.00 | \$861.00 | | |
| 11/19/2019 | Edmonds | 19 | E04 | 2200 | 2200-0430 | 6.5 | 0020-0400 | 3.75 | 2.25 | 42.75 | \$82.00 | \$3,505.50 | | |
| | Lutz | 7 | Spring Hill N04 | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 10.5 | \$82.00 | \$861.00 | | |
| | Salazar | 5 | Spring Hill | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 7.5 | \$82.00 | \$615.00 | | |
| | Spain | 7 | A04 | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 10.5 | \$82.00 | \$861.00 | | |
| | Howard | 7 | Foggy Bott | 2200 | 0030-0430 | 4 | 0211-0400 | 1.75 | 1.75 | 12.25 | \$82.00 | \$1,004.50 | | |
| 11/20/2019 | Edmonds | 18 | Columbia | 2200 | 2200-0430 | 6.5 | 0020-0400 | 3.75 | 2.25 | 40.5 | \$82.00 | \$3,321.00 | | |
| | Lutz | 7 | Spring Hill | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 10.5 | \$82.00 | \$861.00 | | |
| | Howard | 6 | Farragut W | 2200 | 0030-0430 | 4 | 0208-0400 | 2 | 1.5 | 9 | \$82.00 | \$738.00 | | |
| 11/21/2019 | Edmonds | 16 | Columbia | 2200 | 2200-0430 | 6.5 | 0100-0400 | 3 | 3 | 48 | \$82.00 | \$3,536.00 | | |
| | Salazar | 6 | Midlean | 2200 | 0030-0430 | 4 | 0210-0400 | 1.75 | 1.75 | 10.5 | \$82.00 | \$861.00 | | |
| | Salazar | 5 | Midlean | 2200 | 0030-0430 | 4 | 0210-0400 | 1.75 | 1.75 | 8.75 | \$82.00 | \$717.50 | | |
| 11/24/2019 | Lutz | 7 | Grovesnor A11 | 2200 | 0030-0430 | 4 | 0210-0400 | 1.75 | 1.5 | 10.5 | \$82.00 | \$861.00 | | |
| | Salazar | 5 | Grovesnor | 2200 | 0030-0430 | 4 | 0210-0400 | 1.75 | 1.5 | 7.5 | \$82.00 | \$615.00 | | |
| | Spain | 7 | A11 | 2200 | 0030-0430 | 4 | 0240-0330 | 0.75 | 2.25 | 15.75 | \$82.00 | \$1,291.50 | | |
| 11/25/2019 | Edmonds | 13 | Columbia | 2200 | 2200-0430 | 6.5 | 0025-0400 | 3.5 | 2.5 | 32.5 | \$82.00 | \$2,665.00 | | |
| | Salazar | 5 | Med Ctr | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 7.5 | \$82.00 | \$615.00 | | |
| | Lutz | 6 | Med Ctr | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 9 | \$82.00 | \$738.00 | | |
| | Howard | 6 | MidPherson | 2200 | 0030-0430 | 4 | 0230-0330 | 1 | 1.5 | 9 | \$82.00 | \$738.00 | 1 | PAID - R4, tab 59c |
| 11/26/2019 | Edmonds | 12 | Columbia | 2200 | 2200-0430 | 6.5 | 0100-0330 | 2.5 | 3 | 36 | \$82.00 | \$2,952.00 | | |
| 11/27/2019 | Lutz | 6 | Med Ctr | 2200 | 0030-0430 | 4 | 0230-0400 | 1.5 | 1 | 6 | \$82.00 | \$492.00 | 1 | PAID - R4, tab 59c |
| | Salazar | 5 | Med Ctr | 2200 | 0030-0430 | 4 | 0230-0400 | 1.5 | 1 | 5 | \$82.00 | \$410.00 | 1 | PAID - R4, tab 59c |
| | Howard | 6 | MidPherson | 2200 | 0030-0430 | 4 | 0215-0400 | 1.75 | 1.75 | 10.5 | \$82.00 | \$861.00 | | |
| | Spain | 7 | CO2 | 2200 | 0030-0430 | 4 | 0215-0400 | 1.75 | 1.75 | 12.25 | \$82.00 | \$1,004.50 | | |
| | Edmonds | 8 | Columbia | 2200 | 2200-0430 | 6.5 | 0010-0330 | 3.25 | 3.25 | 26 | \$82.00 | \$2,132.00 | | |
| 12/1/2019 | Norman | 6 | Metro Ctr | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 9 | \$82.00 | \$738.00 | | |
| | Salazar | 6 | Med Ctr | 2200 | 0030-0430 | 4 | 0148-0400 | 2 | 1.25 | 7.5 | \$82.00 | \$615.00 | | |
| | Edmonds | 6 | Metro Ctr | 2200 | 0030-0430 | 4 | 0225-0400 | 1.5 | 2 | 12 | \$82.00 | \$984.00 | | |
| 12/2/2019 | Norman | 8 | Med Ctr | 2200 | 0030-0430 | 4 | 0147-0400 | 2.25 | 1.25 | 10 | \$82.00 | \$820.00 | | |
| | Salazar | 8 | Med Ctr | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 12 | \$82.00 | \$984.00 | | |
| 12/3/2019 | Norman | 7 | Med Ctr | 2200 | 0030-0430 | 4 | 0150-0400 | 2.25 | 1.25 | 8.75 | \$82.00 | \$717.50 | | |
| | Salazar | 8 | Med Ctr | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 12 | \$82.00 | \$984.00 | | |
| 12/4/2019 | Salazar | 8 | Bethesda | 2200 | 0030-0430 | 4 | 0205-0400 | 2 | 1.5 | 12 | \$82.00 | \$984.00 | | |
| | Norman | 7 | MidPherson | 2200 | 0030-0430 | 4 | 0225-0400 | 1.5 | 1.5 | 10.5 | \$82.00 | \$861.00 | | De-energized at 01:35 + 30 min |
| 12/5/2019 | Salazar | 8 | Bethesda | 2200 | 0030-0430 | 4 | 0205-0400 | 2 | 1.5 | 12 | \$82.00 | \$984.00 | | |
| | Norman | 7 | Farragut W | 2200 | 0030-0430 | 4 | 0220-0400 | 1.75 | 1.75 | 12.25 | \$82.00 | \$1,004.50 | | |
| 12/8/2019 | Norman | 8 | Smithsonian | 2200 | 0030-0430 | 4 | 0230-0400 | 1.5 | 1.5 | 12 | \$82.00 | \$984.00 | | De-energized at 01:35 + 30 min |
| | Salazar | 7 | Smithsonian | 2200 | 0030-0430 | 4 | 0250-0400 | 1.25 | 1.75 | 12.25 | \$82.00 | \$1,004.50 | | De-energized at 01:49 + 30 min |
| 12/9/2019 | Salazar | 7 | Whiteflint | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 10.5 | \$82.00 | \$861.00 | | |
| 12/10/2019 | Norman | 8 | Smithsonian | 2200 | 0030-0430 | 4 | 0230-0400 | 1.5 | 1 | 8 | \$82.00 | \$656.00 | 1 | PAID - R4, tab 60c |
| | Salazar | 7 | Smithsonian | 2200 | 0030-0430 | 4 | 0230-0400 | 1.5 | 1 | 7 | \$82.00 | \$574.00 | 1 | PAID - R4, tab 60c |
| 12/11/2019 | Salazar | 7 | Smithsonian | 2200 | 0030-0430 | 4 | 0230-0400 | 1.5 | 1 | 7 | \$82.00 | \$574.00 | 1 | PAID - R4, tab 60c |
| | Norman | 8 | Smithsonian | 2200 | 0030-0430 | 4 | 0230-0400 | 1.5 | 1 | 8 | \$82.00 | \$656.00 | 1 | PAID - R4, tab 60c |
| 12/12/2019 | Salazar | 6 | Smithsonian | 2200 | 0030-0430 | 4 | 0135-0400 | 2.5 | 1 | 6 | \$82.00 | \$492.00 | | |
| 12/15/2019 | Salazar | 7 | L'Enfant | 2200 | 0030-0430 | 4 | 0140-0400 | 2.25 | 1.25 | 8.75 | \$82.00 | \$717.50 | | |
| | Norman | 7 | L'Enfant | 2200 | 0030-0430 | 4 | 0130-0400 | 2.5 | 1 | 7 | \$82.00 | \$574.00 | | |
| 12/16/2019 | Norman | 8 | A07 | 2200 | 0030-0430 | 4 | 0127-0400 | 2.5 | 1 | 8 | \$82.00 | \$656.00 | | |
| | Salazar | 7 | Friendship | 2200 | 0030-0430 | 4 | 0100-0400 | 3 | 0.5 | 3.5 | \$82.00 | \$287.00 | | |
| 12/17/2019 | Norman | 8 | L'Enfant | 2200 | 0030-0430 | 4 | 0145-0400 | 2.25 | 1.25 | 10 | \$82.00 | \$820.00 | | |
| 12/18/2019 | Salazar | 7 | Capitol S | 2200 | 0030-0430 | 4 | 0130-0400 | 2.5 | 1 | 7 | \$82.00 | \$574.00 | | |

DOCUMENT FOR PUBLIC RELEASE

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| | | | | | | | | | | | | | | |
|--------------------|---------|---|--------------|------|-----------|---|-----------|------|------|------|----------------|----------------|------------------------------|--|
| 12/19/2019 | Salazar | 7 | Capitol S | 2200 | 0030-0430 | 4 | 0205-0400 | 2 | 1.5 | 10.5 | \$82.00 | \$861.00 | | |
| 12/22/2019 | Salazar | 7 | Capitol S | 2200 | 0030-0430 | 4 | 0136-0400 | 2.5 | 1 | 7 | \$82.00 | \$574.00 | | |
| | Spain | 8 | D05 | 2200 | 0030-0430 | 4 | 0130-0400 | 2.5 | 1 | 8 | \$82.00 | \$656.00 | | |
| 12/23/2019 | Salazar | 7 | Eastern Mlct | 2200 | 0030-0430 | 4 | 0130-0400 | 2.5 | 1 | 7 | \$82.00 | \$574.00 | | |
| | Spain | 8 | D06 | 2200 | 0030-0430 | 4 | 0140-0400 | 2.25 | 1.25 | 10 | \$82.00 | \$820.00 | | |
| 12/26/2019 | Salazar | 7 | Eastern Mlct | 2200 | 0030-0430 | 4 | 0159-0400 | 2 | 1.5 | 10.5 | \$82.00 | \$861.00 | | |
| | Spain | 8 | D06 | 2200 | 0030-0430 | 4 | 0239-0400 | 1.25 | 2 | 16 | \$82.00 | \$1,312.00 | | |
| 12/29/2019 | Salazar | 8 | Potomac | 2200 | 0030-0430 | 4 | 0130-0400 | 1.5 | 1 | 8 | \$82.00 | \$656.00 | | |
| | Norman | 8 | Potomac | 2200 | 0030-0430 | 4 | 0140-0400 | 1.25 | 1 | 8 | \$82.00 | \$656.00 | | |
| 12/30/2019 | Norman | 7 | B11 | 2200 | 0030-0430 | 4 | 0230-0400 | 1.5 | 1.5 | 10.5 | \$82.00 | \$861.00 | De-energized at 0130 + 30min | |
| | Salazar | 8 | Glenmont | 2200 | 0030-0430 | 4 | 0217-0400 | 1.75 | 1.5 | 12 | \$82.00 | \$984.00 | De-energized at 0130 + 30min | |
| 1/2/2020 | Salazar | 8 | Potomac | 2200 | 0030-0430 | 4 | 0130-0400 | 2.5 | 1 | 8 | \$82.00 | \$656.00 | | |
| 1/5/2020 | Norman | 8 | Fed Tri | 2200 | 0030-0430 | 4 | 0135-0400 | 2.5 | 1 | 8 | \$82.00 | \$656.00 | | |
| | Salazar | 8 | Fed Tri | 2200 | 0030-0430 | 4 | 0155-0400 | 2 | 1.5 | 12 | \$82.00 | \$984.00 | | |
| 1/6/2020 | Salazar | 8 | Stadium | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 12 | \$82.00 | \$984.00 | | |
| | Norman | 8 | Stadium | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 12 | \$82.00 | \$984.00 | | |
| 1/7/2020 | Salazar | 8 | Stadium | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 12 | \$82.00 | \$984.00 | | |
| | Edmonds | 8 | Stadium | 2200 | 0030-0430 | 4 | 0155-0400 | 2 | 1.5 | 12 | \$82.00 | \$984.00 | | |
| 1/8/2020 | Salazar | 7 | Stadium | 2200 | 0030-0430 | 4 | 0140-0400 | 2.25 | 1 | 7 | \$82.00 | \$574.00 | | |
| | Norman | 8 | Stadium | 2200 | 0030-0430 | 4 | 0140-0400 | 2.25 | 1.25 | 10 | \$82.00 | \$820.00 | | |
| 1/9/2020 | Salazar | 7 | Benning Rd | 2200 | 0030-0430 | 4 | 0200-0400 | 2 | 1.5 | 10.5 | \$82.00 | \$861.00 | | |
| 1/9/2020 | Edmonds | 8 | Benning Rd | 2200 | 0030-0430 | 4 | 0147-0400 | 2.25 | 1.25 | 10 | \$82.00 | \$820.00 | | |
| Option Yr 2 | | | | | | | | | | | 1865.75 | \$82.00 | \$152,991.50 | |

average = 4.96

average = 2.59

Columns A-D, L from R4, tab 15 at 397-406

Columns E-F from App supp, R4, tabs 8a-c

Columns H, N from App supp, R4, tab 2

Column O from App supp, R4, tab 2 and R4, tabs 34c-60c

Yellow highlighted items in column J have been adjusted to reflect amount already paid by WMATA as noted in columns S & T.

TOTAL **\$662,288.75**