

He heard over 21 days of testimony and considered a record of over 10,000 pages before issuing a 10-page report. The Panel basically adopted his report.

In a nutshell, the Panel has determined that SCSU and its agents were responsible for the delays and disruptions under the contract. However, the Panel also found that the Plaintiffs failed to properly submit and prove their claims, so they cannot recover.

At the hearing before this court, there was, from at least one of the parties, a rather impassioned request that this case not be remanded. Understandably, this dispute has taken quite a toll on everyone involved. However, a controversy of this magnitude cannot be properly evaluated with what the court has before it. The court in no way suggests that an Order must be 50 pages long, and the court appreciates the difficulty in condensing over 10,000 pages of record. Brevity would be greatly appreciated, but there must be specific findings and conclusions on the issues raised in order to evaluate what has been done and why. **Nothing in this order should be construed as the court taking issue with any of the conclusions in the Panel's Order or supporting them.** It is merely a directive that more specifics be provided.

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The court's reading of the Panel's Order is that only SCSU and its agents are responsible for the delays and disruptions on this project. The panel should provide some explanation of the basis by which it made this determination.

As for the Panel's decision that the Plaintiffs failed to properly submit, substantiate, and support their claims, the court needs more in the way of specifics on several levels. The court needs some evaluation of whether this failure was a failure to meet contract obligations, a failure of proof in the procurement review procedure, or both. If claims were barred on the basis of time, that needs to be clearly stated, with explanations of what provisions of contract or law barred the claims. If claims are barred on the failure to present them or to present them properly,

the Order should indicate an explanation of those issues and include the matter of the claims of the subcontractors. The court needs to have an explanation of whether the damages that are being denied by the order are delay damages, termination damages, or both; and the court needs specifics as to how and why these are being denied. If the Panel only considered delay damages, a determination should be made as to termination damages since the Panel concluded that SCSU was responsible for breaching the contract.

On remand, the panel should be provided with a copy of the briefs submitted to this court so that the Panel will know what issues have been raised to the circuit court. These issues should be addressed in the Panel's new Order.

THEREFORE, IT IS ORDERED that the matter is remanded to the Panel for action in conformity with this order. Nothing in this order should be construed as an attempt by the undersigned judge to retain jurisdiction or take the matter under advisement.

AND IT IS SO ORDERED.

July 28, 2000


 William P. Keesley
 Presiding Judge