

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of -- )  
)  
Marine Logistics, Inc. ) ASBCA No. 50785  
)  
Under Contract No. N62387-96-C-1105 )

APPEARANCES FOR THE APPELLANT: Samuel B. Nemirow, Esq.  
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Washington, DC

APPEARANCES FOR THE GOVERNMENT: Arthur H. Hildebrandt, Esq.  
Navy Chief Trial Attorney  
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Washington, DC

OPINION BY ADMINISTRATIVE JUDGE SHACKLEFORD

This is an appeal from the failure of the contracting officer to issue a final decision. Appellant seeks to recover liquidated damages for detention in connection with offloading cargo carried from Galveston, Texas to Almirante, Panama. Both entitlement and quantum are before us for decision.

FINDINGS OF FACT

1. On 13 November 1995 the United States Navy's Military Sealift Command (MSC) issued a request for proposals (RFP No. N62387-96-R-1103) for a voyage charter from Galveston, Texas to Almirante, Panama using tug and barge combinations (R4, tab 4; tr. 1/22).<sup>1</sup> That solicitation was amended and reissued as RFP No. N62387-96-R-1105 on 5 December 1995 (R4, tab B; tr. 1/22-23).

2. On 6 December 1995, Marine Logistics, Inc. (MLI) advised its shipping agent, Washington Maritime Shipping Corporation (WMSC), in part as follows:

Pursuant to the cancelling of RFP 1103 and its re-issue under 1105 we are pleased to offer the same deck barges and wish to substitute the following (3) 4,200 hp class tugs to be

named in subpart "C" which will be submitted later on today.  
. . . All other terms and conditions of our previous offer  
remain the same except as stated below.

. . . .

Our rate per tandem tow is \$310,000.00 lump sum and demurrage will be at the rate of \$9,650.00 per day or pro rata thereof. We allow 4 days all purpose free time for loading, said time to commence running at 0000 hrs. 20 December 1995 or on presentation of a ready to load certificate in Galveston whichever is the later. Discharge is on liner terms therefore time will commence on arrival Almirante SSHINC and any delays in discharge not caused by the fault of Marine Logistics, Inc. shall be counted as detention and paid by the shipper at the demurrage rate.

(R4, tab 5) WMSC submitted the identical language as broker on behalf of MLI on that same date to MSC (R4, tab F at 3 of 4).

3. Best and final offers were due at 1000 hours on 8 December 1995 (R4, tab C) and on that date Contract No. N62387-96-C-1105 was awarded to MLI (R4, tab F; tr. 1/31).

4. Under the contract, MLI agreed to provide three tandem tows, each consisting of one tug and two barges to take on cargo at Galveston and carry it to Almirante, Panama at a rate of \$310,000 per tandem tow. Demurrage and detention were set forth at \$9,650 per day per tandem tow. Per the contract, detention was payable "when actions of the Charterer [the Government] cause unreasonable delay of Vessel." Laydays were 20-21 December 1995 and MLI was expected to be ready to load on 20 December 1995. (R4, tab D)

5. The RFP and the resulting contract required tug and RO/RO (roll on/roll off loading and discharging process) barge combinations and the barges were to be equipped with RO/RO ramps for the discharge of vehicles. The load and discharge terms were described as free in/liner out which meant essentially that the charterer (the Government) was responsible for loading and MLI was responsible for discharge of the cargo. (R4, tab D at vii)

6. With regard to berthing facilities and discharge conditions at Almirante, the RFP and the resulting contract provided as follows:

FOLLOWING INFO WITHOUT GUARANTEE:

PORT OF ALMIRANTE HAS VERY LIMITED PORT FACILITIES IN GENERALLY POOR CONDITION. DISCHARGE OF CARGO MAY INVOLVE BEACHING OF BARGES. DEPTH RESTRICTIONS IN THE DISCHARGE AREA ARE APPROXIMATELY 7.0 FT.

DISCHARGING ALMIRANTE: THE PORT HAS NO CRANES AVAILABLE. A RO/RO RAMP IS REQUIRED FOR DISCHARGE OF VEHICLES. CONTAINERS ARE TO BE DISCHARGED ONTO FLATBED TRUCKS (INCLUDED AS PART OF THE CARGO).

CONTRACTOR(S) REQUIRED TO PROVIDE A MOBILE CRANE TO OFF-LOAD THE CONTAINERS. OFFERORS ARE REQUIRED TO PROVIDE SPECIFICS FOR WHERE AND HOW CARGO WILL BE DISCHARGED, INCLUDING SPECIFIC TYPE AND CAPACITY OF PROPOSED CRANE. COST OF CRANE TO BE INCLUDED IN PROPOSED RATE.

*Id.*

7. The cargo to be loaded, shipped and discharged was described, without guarantee, as follows:

APPROXIMATELY 74,000 SQUARE FT OF HEAVY CONSTRUCTION EQUIPMENT AND CONTAINERIZED BUILDING MATERIALS EXCLUDING BROKEN STOW FACTOR. APPROXIMATELY 92,500 SQFT INCLUDING BROKEN STOW FACTOR. CARGO CONSISTS OF APPROXIMATELY 296 VEHICLES (+/- 10% CHOP), 72 TWENTY FOOT AND 9 FORTY FOOT CONTAINERS. LONGEST PIECE IS 510 INCHES, WIDEST PIECE IS 144 INCHES, TALLEST PIECE IS 152 INCHES, AND HEAVIEST PIECE IS 53.3 SHORT TONS. VESSEL OWNER SHALL PROVIDE ALL REQUIRED LASHING GEAR, TWIST LOCKS, TIE DOWNS, AND TIE DOWN POINTS FOR ALL CARGO INCLUDING CONTAINERS AND PROTECTIVE COVERING FOR ALL CARGO ALL FOR OWNER'S ACCOUNT.

*Id.*

8. Walter J. Amoss, Jr. (Amoss) began work as an intern for Lykes Brothers Steamship Company, a large American flag carrier, in 1947 and progressed in responsibility within that company to Chief Executive Officer until his retirement in 1993 (tr. 1/19-20).

9. In October 1993, Amoss founded MLI as a transportation contractor and maritime consulting company specializing in transporting large volumes of industrial and construction equipment “to locations that are frequently relatively undeveloped.” According to Amoss, MLI, most notably, has carried a Marine Corps battalion’s equipment from Morehead City, North Carolina to Galeota Point, Trinidad as well as movements out of various Gulf ports to Haiti, Guantanamo Bay and to Venezuela. (Tr. 1/18-19)

10. Prior to submitting a bid on behalf of MLI, Amoss made inquiries about conditions at Almirante and on 30 November 1995, Pepe Bazan (Bazan) of the Military Sealift Command in Panama sent several documents to Amoss via facsimile concerning berthing possibilities at Almirante as well as other information about conditions at that location (R4, tab 2; tr. 1/26, 29). The “Port Survey for the Port of Puerto De Almirante,” included therein, stated that the minimum depth in the channel was 9.2 meters and the maximum draft allowed was 7.9 meters. The survey, under “berthing” stated as follows:

1. Coasting-Trade/Quay . . . : 28M Long (91’) pier width 14M (45’), depth along-side ranging from 3.3M to 5M . . . . This pier is used only by small self-sustaining barges. Barge must utilize MED-MOOR on the eastside of the pier (Ramp-in/Bow-out). Recommend a self-sustaining RO/RO Barge with a container crane for the Deployment of EXERCISE “NUEVO HORIZONTES-96[”].

2. Banana pier: 205M long (672’), depth alongside ranging from 7.3M to 9.7M. This pier can not be used for disch/load Engineering Equipment RO/RO, LO/LO Ship or Barge operations because it is serviced by rail mounted wagons that support the National Rail System. The railroad/overhead shelter restricts the movement of RO/RO vehicles larger than HMMWV’s.

3. General Cargo Pier: 107M in length (353’), depth alongside from 7.9M to 9.4M. This pier also can not be used

for disch/load Engineering Equipment via RO/RO, LO/LO ship or barge operations, because it is serviced by rail mounted wagons that support the National Rail System.

4. NOTE: SEE ANNEX "A" (Port of Almirante) depths in meters.

(R4 tab 2 at 3-4)

11. Annex A clearly delineates the Coasting Trade Quay, the Banana Pier and the General Cargo Pier as P.1, P.2 and P.3 respectively. In addition Annex A depicts the ferry boat landing adjacent to Pier P.1. (*Id.* at 9) Amoss concluded from the documents received from Bazan that all of the possible berthing options at Almirante presented problems and it was not clear to him that the ferry pier was really where they were going to berth. Moreover, Amoss recognized that for "operations to primitive places you work together to make the best situation you can." (Tr. 1/30-31)

12. On or about 27 November 1995, John G. Canerot, Executive Vice President of MLI (Canerot), spoke to Alvaro Diaz of Chiriqui Land Company and asked Diaz to fax relevant port information to him concerning Almirante. As of 11 December 1995, Canerot had not received that information and wrote to Omar Guerra (Guerra) also of Chiriqui Land Company asking again for the same information and stating:

We will have a 30 ft. X 18 ft. ro/ro ramp and a 28 ton P&H diesel/hydraulic cherry picker crane on board one of the barges to assist in the discharge. Due to the limited port facilities in Almirante we anticipate that only one barge will be able to discharge at one time and at the most two using the ferry landing (part of the time) and the damaged ro/ro dock.

(R4, tab 6)

13. MLI retained Chiriqui as its agents in Almirante to provide stevedore and other services at the discharge location. Chiriqui was connected to Chiquita Banana, the major user of the Port of Almirante. (Tr. 1/26)

14. Based upon the information received from the two sources, Amoss concluded as follows:

What information we had was indefinite as to where the barges would be unloaded, and so it was not clear to us either from the agent or from the military just what berths were

going to be provided. I believe from all the discussions that were subsequently had that they really didn't know where they were going to discharge these barges until they got down there and they got on site because there were other factors than just a place to unload, although that was complex in that port.

(Tr. 1/26-27)

15. MLI commenced loading at Galveston on 20 December 1995 (R4, tab 12). The barges were assembled together one after the other along the pier and the MLI ramp was positioned onto one barge. The cargo had arrived at Galveston via rail from California and the rail cars were drawn up on the dock and unloaded by a commercial stevedore under contract with MSC. Using the MLI ramp for access, the wheeled vehicles were driven onto the first barge and across and onto the barges until the five barges carrying vehicles were loaded. The sixth barge which was to carry containers was loaded by crane that lifted the containers onto the barge where they were secured in the positions prepared by MLI. The mobile crane was also loaded onto the container barge for use in discharging at Almirante where no cranes were available. (Tr. 1/33-34)

16. A smaller crane belonging to the Army was loaded onto another barge (tr. 1/34-35).

17. Per the contract, MLI determined the concept of discharge and thus the parties agreed that "Owners will discharge at the dock MSC has indicated using a combination of Ro/Ro and Lo/Lo whichever is most feasible for the particular piece being discharged" and "Cargo can be discharged at whatever sequence the receivers desire" (R4, tab D at v). Thus, MLI understood that the barges were to be unloaded in the sequence directed by the Government and at the berth selected by the Government (tr. 1/35-36).

18. The three tandem tows departed Galveston, Texas on the morning of 23 December 1995 bound for Almirante, Panama. En route, MLI's brokers advised MSC as follows:

The current ETA at Almirante . . . is January 1, 1996. Marine Logistics has been advised that reserve unit will not be ready to accept the equipment until January 7, 1996. I am sure that you will agree that this is clearly an unreasonable delay.

Marine Logistics realizes that detention is addressed in Article B5 of DRYVOY 95. The purpose of this memo is to advise MSC Contracting of these dates and to remind you that their

detention rate (Box 24) is \$9,650.00 per tandem tow per day pro rata.

(R4, tab G)

19. The vessels arrived at Almirante as follows:

1. TUG ASHLEY CANDIES and Barges OC 263 and OC 264:

Arrived sea buoy at 0500 1/1/96  
Proceeded to anchorage in harbor area  
Anchored and awaiting discharge at 1400 1/1/96

2. TUG NICK CANDIES and Barges OC 259 and 260:

Arrived sea buoy at 0200 hrs on 1/2/96  
Proceeded harbor anchorage  
Anchored at 1400 1/2/96

3. TUG L. A. ORGERON and Barges OC 256 and 257:

Arrived sea buoy at 0200 1/2/96  
Proceeded to harbor anchorage  
Anchored at 1430 1/2/96

While MLI tendered notice of readiness to discharge, the Government was not prepared to accept the cargo because no MSC representative had arrived, no discharge dock had been named and the sequence of discharge had not been specified. (R4, tab H; tr. 1/38-39)

20. Cody Curtis Wiley (Wiley) was named by MLI to oversee the discharging of the cargo in Almirante. Wiley attended the loading of the cargo in Galveston for the full three days of loading in order to see the nature of the cargo and how it was laid out prior to going to Panama because it was MLI's responsibility to unload the cargo in Panama. (Tr. 2/8)

21. Wiley arrived in Almirante on 4 January 1996. His instructions were to meet with the stevedores and the locals in Almirante and meet with the military to coordinate the discharge of the vessels (tr. 2/9). Wiley testified as to his expectations relative to how and where the barges would be unloaded, as follows:

I was told that it was a very primitive or remote location and that at first thoughts [sic] there was going to be a discussion of actually where we were going to discharge the barges.

At first indication, the possibility of using a ferry pier or a railroad pier was the first indication that we might use and we were going to check out the whole area, because of the primitive nature of it and see if that was viable and where we would actually discharge the vessels.

(Tr. 2/9-10)

22. Early in the afternoon of 4 January 1996, Wiley arranged a meeting that included Bazan, Captain Clark of MSC, each tug's captain and chief engineer, two people representing the Port Authority, the general stevedore and the head of the stevedore union. Wiley was informed by the Government representatives that they would be prepared to receive the cargo on 7 January 1996, which is when the reserve soldiers were arriving from different parts of the United States. At the meeting they discussed the upcoming discharge operations and the possible places to dock the barges. (Tr. 2/10-13)

23. The meeting participants took a walk along the shoreline and looked at a small general cargo pier that had been partially damaged, and then they looked at a railroad or ferry pier where a ferry came in two or three times a day (tr. 2/13). The ferry pier and the railroad dock are one and the same and while this pier was the Government's first consideration for use, it was rejected because it was an active dock with a ferry calling three times a day. The constant vehicular and pedestrian traffic on and off the ferry would have been disruptive as would the starting and stopping of operations in order to clear the berth and allow the ferry to come in. (Tr. 2/16)

24. While walking the shoreline they noticed an earthen embankment or ramp off to one side of the lagoon (tr. 2/13). The Port Authority said this earthen ramp was specifically built for barge discharge and since they could dock a barge there, set the ramps and adjust as necessary without having to move, all concurred that they would dock the barges at the earthen ramp (tr. 2/13, 17).



25. At the meeting they discussed and decided the work days and hours, lunch breaks, whether to work in the rain and other working conditions (tr. 2/13-14). The Government's preplanning had determined the order of discharge based upon how the vehicles were loaded and what was needed first and that information was communicated to Wiley at the meeting (tr. 2/15).

26. Since the military would not have personnel until the 7th of January to receive the cargo, it was decided at the meeting that they would use the 5th and 6th of January to bring in the first barge, OC 257, dock it, set and secure the ramps, and do a test run by discharging a couple of vehicles to see how the ramp worked (tr. 2/15).

27. On 5 January, barge OC 257 was made fast to the beach as close to the embankment as possible. A military crane removed the military-owned yellow ramp and the MLI-owned gray ramp and the gray ramp was made fast to the barge and the yellow ramp was secured to the gray ramp. On 6 January, they continued securing the ramps and then started driving off some of the cargo and determined that the ramps would suffice. (Tr. 2/27-28)

28. Full scale discharge of barge OC 257 began on 7 January 1996 (tr. 2/28) and after most of its cargo was discharged<sup>2</sup> on that date, the next barge in rotation was brought in from the lagoon, stern in towards the beach just like OC 257. The cargo from the second and subsequent barges was transferred from the discharging barge to barge OC 257, which was used as a causeway barge to the ramps across the earthen ramp and to shore. (Tr. 2/22-23)

29. While the plan was for the stevedores hired by MLI to drive the vehicles off the barges, as it worked out, after a military crane fell off a barge while being operated by a stevedore on 9 January 1996, military drivers began to do the great majority of driving the stock off the barges (tr. 2/25-26). While the parties took about two hours to investigate the condition of the crane and took measures to secure it, the fallen crane did not obstruct access to the ramp or otherwise affect unloading operations (tr. 2/35).

30. The barges were berthed, discharged and sailed, on the dates and at the local times indicated on forms signed by representatives of both MLI and MSC:

Barge OC 257<sup>3</sup>

Berthed	06 January 1996	1000 hours
Commenced Discharge	06 January 1996	1000 hours
Completed Discharge	15 January 1996	1625 hours
Sailed	16 January 1996	1130 hours

Barge OC 259

Berthed	07 January 1996	1520 hours
Commenced Discharge	07 January 1996	1520 hours
Completed Discharge	08 January 1996	1210 hours
Sailed	09 January 1996	1200 hours

Barge OC 260

Berthed	08 January 1996	1430 hours
Commenced Discharge	08 January 1996	1430 hours
Completed Discharge	08 January 1996	1530 hours
Sailed	09 January 1996	1200 hours

Barge OC 264

Berthed	09 January 1996	1000 hours
Commenced Discharge	09 January 1996	1000 hours
Completed Discharge	09 January 1996	1200 hours
Sailed	11 January 1996	1430 hours

Barge OC 256

Berthed	09 January 1996	1445 hours
Commenced Discharge	09 January 1996	1445 hours
Completed Discharge	11 January 1996	1145 hours
Sailed	11 January 1996	1430 hours

Barge OC 263

Berthed	11 January 1996	1430 hours <sup>4</sup>
Commenced Discharge	11 January 1996	1430 hours
Completed Discharge	15 January 1996	1510 hours
Sailed	16 January 1996	1130 hours

(R4, tab K)

31. It rained during offloading on 8, 9 and 10 January and the rain slowed discharge operations only a little. The rain had a greater impact, however, at the marshaling area where it got muddy and hard to maneuver the vehicles. Ultimately the

rain and muddy conditions affected discharge when the drivers from the Army's base camp were diverted to moving their quarters from a flooded area and to recovering vehicles that were about to be flooded instead of working at discharging the vessels and taking the cargo to the base camp. This was particularly true on 10 January when only one truck was available to receive offloaded cargo, when ordinarily there would be six. (Tr. 2/36)

32. Wiley testified as to his opinion of the discharge operation, as follows:

The entire . . . operation I thought, myself, went fairly well given the fact that it was a . . . very remote area with limited . . . access to any equipment, and given the weather situations. I thought it went fairly well.

(Tr. 2/46)

33. Subsequent to completion of the operation, Wiley commented in a memorandum to Amoss about the cause for delay and his opinion of how the operation went, as follows:

The overall operation, although longer than anticipated due to the time required for setting up the receiving group, some weather and unforeseen problems, went reasonably well for a remote location. I was able to help speed the process and had good cooperation from Pepe Bazon[sic], Captain Clark and our agents. This was essential for making this kind of operation work satisfactorily.

The work done by the union workers was better than I had first anticipated. They were not skilled in handling machinery, but very willing, and between Captain Clark, Pepe Bazon[sic] and myself, we were able to provide direction.

(R4, tab 36)

34. On 29 April 1996, MLI, through its Washington broker submitted three invoices for detention of the three tandem tows in the total amount of \$231,902.08 (R4, tab K, M). On 30 May 1996, MSC determined that detention was payable for the period from arrival of each tandem tow through 6 January 1996 and thus approved, and, on 11 June 1996 made, payments totaling \$120,128.03 (R4, tabs M, T), leaving a claim of \$111,774.05.

35. On 7 March 1997, MLI submitted a revised claim totaling \$250,832.91 which, when reduced by the amount paid previously by the Government, left a total amount claimed of \$130,704.88 (R4, tab T; tr. 1/53-54). The revised claim is not an alternative claim, it replaces the original claim (tr. 1/98-99). The initial claim did not include secondary detention on barge OC 257 when it was used as a causeway barge and was based upon the average time it took the two barges in each tandem tow to berth. The revised claim is based on the time the last barge docked for purposes of computing the total detention for each tandem tow and it also includes additional detention for OC 257 when it was used as a causeway barge. It is reduced by the approximate 21 hours spent discharging OC 257. (Tr. 1/82-84)

36. The revised claim and the initial claim were certified in accordance with the Contract Disputes Act and furnished to the contracting officer on 30 May 1997 (R4, tab U). Appellant appealed from a deemed denial of the claim.

### DECISION

Appellant's central contention is set forth in its initial brief as follows:

Detention is unreasonable delay to the barges. The barges covered by this contract were unreasonably delayed at anchor in the lagoon until the Government selected a berth. When the Government selected a berth that could accommodate only one vessel at a time the barges other than the causeway remained at anchor and the delay as to them was no less unreasonable because they could not reach a berth. Marine Logistic's [sic] claim is a straightforward product of the \$9650 per day detention rate multiplied by the time that each of the tandem tows were delayed at anchor in the lagoon until the second barge of each tow was able to berth. This methodology accurately measures the delay to each tandem tow because the delay to the second barge in the tow completely precludes unloading the tandem tow.

(App. br. at 16)

The Government early on conceded responsibility for the delay while awaiting the arrival of reservists to receive the discharged cargo and has paid detention for that period of time. This is the same period of time for which appellant says the barges were at anchor in the lagoon awaiting selection of a berth. Appellant now seeks detention for the times that each tandem tow awaited berthing for discharge on and after 7 January 1996. The Government denies responsibility for any additional detention, and, in any event

contends the detention rate is an unreasonable estimate of actual damages. The Government has not demonstrated the detention rate was unreasonable. It sought to show the sum of the actual daily costs incurred by MLI was less than the detention rate. We are persuaded as to the reasonableness of the rate by the evidence of payment at that rate without protest by the Government for the period while awaiting reservists to receive the cargo.

The contract allows detention when actions of the Government cause unreasonable delay. The action attributed by appellant to the Government as causing unreasonable delay is the act of selecting a berth that could accommodate only one vessel at a time. There is no evidence that any existing pier in Almirante was capable of accommodating more than one vessel at a time. There is no support in the contract for the proposition that the Government was obligated to provide a berth capable of discharging more than one vessel at a time. Indeed, the solicitation and resulting contract warned the offerors that the vessels might have to be beached for discharge and that is precisely what occurred. The evidence is overwhelming that appellant knew when it submitted its bid that conditions were primitive in Almirante, that berthing would be problematic and the possibility that only one barge could be unloaded at a time (findings 11-12). In fact, appellant specialized in sailing to primitive locations and, by the account of Wiley, its on-site representative, the discharge operations went rather well for a remote location and he attributed the delay to the time required to organize the receivers (the reservists, for which the Government has already paid) and to weather (which is not Government caused) and unspecified unforeseen problems. Nowhere does Wiley attribute any delay to the lack of a suitable berth for simultaneous discharge of barges.

In any event, appellant's claim presupposes that all six barges could be simultaneously discharged at one dock at Almirante, which fact has not been proved. No account is made for delay due to weather or to "unforeseen problems" which were not Government caused, and, thus we observe that no effort has been made to segregate unreasonable delay from total delay.

Appellant has failed to establish what, if any, delay it experienced was unreasonable and has failed to establish any such delay was caused by the Government. Accordingly, the appeal is denied.

Dated: 25 May 2000

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RICHARD SHACKLEFORD  
Administrative Judge

Armed Services Board  
of Contract Appeals

I concur

I concur

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MARK N. STEMLER  
Administrative Judge  
Acting Chairman  
Armed Services Board  
of Contract Appeals

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EUNICE W. THOMAS  
Administrative Judge  
Acting Vice Chairman  
Armed Services Board  
of Contract Appeals

NOTES

- 1 The initial Rule 4 file is tabbed alphabetically and the supplemental Rule 4 file is tabbed numerically.
- 2 Some heavy cargo was left on board on the shore end of the barge to keep the skegs down and to help alleviate swinging of the barge where the skegs would be in the dirt or mud. Skegs are rudder-like devices on a barge to help keep it on track and to minimize swinging while being towed. (Tr. 2/22-23)
- 3 The source document for the discharge beginning and ending times correctly notes that barge OC 257 was retained at the site of the shoreside embankment used as the discharge location and used as a platform for the transfer of cargo from the other barges to the shore. The bulk of the cargo was discharged on 07 January and the cargo retained until 15 January was done so as to assist in the discharge of other barges.
- 4 The source document for the berthing time indicates berthing at 1445 hours, but since the time that discharge commenced was mutually changed by hand to 1430, we believe the parties merely neglected to change the berthing time as well since discharge cannot logically commence before berthing has taken place.

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. 50785, Appeal of Marine Logistics, Inc., rendered in conformance with the Board's Charter.

Dated:

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EDWARD S. ADAMKEWICZ  
Recorder, Armed Services  
Board of Contract Appeals