

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeals of --)
)
Thomas & Sons Building Contractors, Inc.) ASBCA Nos. 51590, 53052
)
Under Contract No. N62472-90-C-0410)

APPEARANCE FOR THE APPELLANT: Mr. James H. Thomas
President

APPEARANCES FOR THE GOVERNMENT: Fred A. Phelps, Esq.
Navy Chief Trial Attorney
Ellen M. Evans, Esq.
Trial Attorney
Engineering Field Activity
Chesapeake
Washington, DC

OPINION BY ADMINISTRATIVE JUDGE PARK-CONROY

At issue in ASBCA No. 51590 are appellant's claims for the alleged improper assessment of liquidated damages and withholding of contract funds. At issue in ASBCA No. 53052 are appellant's claims for a differing site condition and resulting delay.

FINDINGS OF FACT

The Contract Requirements

Appellant was awarded Contract No. N62472-90-C-0410 in the amount of \$118,569.00 on 30 July 1991 to perform roof repair work at the Naval Marine Corps Reserve Center (NMCRC), Wilmington, DE. The project description stated:

The work includes the complete removal of the existing slag surfaced, built-up roof membranes, membrane flashings, metal flashings and insulation down to the structural concrete and steel substrates. The provision of new gravel surfaced, 4-ply glass built-up roof membranes, insulation and bituminous and sheet metal flashings and incidental related work.

(Rev. R4, tab 1) *

The contract contained the following relevant standard FAR clauses: 52.212-6 TIME EXTENSIONS (APR 1984); 52.212-12 SUSPENSION OF WORK (APR 1984); 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (APR 1989); 52.233-1 DISPUTES (APR 1984); 52.236-2 DIFFERING SITE CONDITIONS (APR 1984); 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (APR 1984); and 52.243-4 CHANGES (AUG 1987). The LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984) clause, FAR 52.212-5(a), was incorporated by paragraph 1.4.2 of contract section 01011. Liquidated damages were set at \$200.00 per day. (Rev. R4, tab 1)

On 7 October 1991, the Government issued a cure notice stating that appellant had completed no work and that most of its submittals had been rejected (Rev. R4, tab 24). The rejected submittals of relevance to matters now before the Board relate to the roof system designed by GAF Building Materials Corporation (GAF) which had been submitted to the Government by appellant on 28 August 1991 and forwarded to Gale Associates, the Architect/Engineer, (Gale) the following day. On 9 September 1991, Gale recorded its disapproval of the GAF design because it was “not UL Class A listed.” The submittal was returned to appellant by the Government on 16 September 1991. (Rev. R4, tab 9; tr. 89-90, 95) Appellant responded with a letter from GAF dated 23 September 1991, which advised the Government that the information it had previously provided reflected its UL Class A rating and the GAF system design submittal was approved without a resubmittal on 8 October 1991 (Rev. R4, tabs 9, 23).

Pursuant to paragraph 1.4.1 of contract section 01011, appellant was allowed 15 days after award to commence work and 120 days to complete it. Application of roofing was permitted only between 1 April and 1 November. The specified date for completion was 12 December 1991. (Rev. R4, tab 1) In a letter dated 18 October 1991, appellant questioned the specified completion date because no roofing was permitted after 1 November (Rev. R4, tab 27).

At the end of October 1991, the parties agreed to a no-cost time extension of 184 days, making 14 June 1992 the new contract completion date, and allowing appellant 75 work days beginning 1 April 1992 to complete the job (Rev. R4, tab 33). Bilateral Modification No. P00001, extending the contract completion date to 14 June 1992 at no change to the contract price, was executed by appellant on 18 December 1991 and by the

* After the appeals were consolidated, the Government submitted a single, revised Rule 4 file. We cite the revised Rule 4 file as “Rev. R4.” Appellant submitted a supplemental Rule 4 file in ASBCA No. 51590, which it further supplemented for the hearing. We cite appellant’s supplements as “app. supp. R4.”

Government on 30 December 1991. The modification contained a full release and appellant did not reserve any claims. (Rev. R4, tab 3)

Contract Performance

Appellant's as-planned progress schedule, approved by the Government, shows removal of asbestos flashing beginning on 13 April 1992, and ending on 17 April 1992, followed by removal of the existing roof and installation of the new one (Rev. R4, tab 41; app. supp. R4, tab 34). This did not occur. Instead, removal of both the asbestos flashing and the existing roof began on 11 May 1992, at which time the Government immediately noted contract work violations involving the roofers' clothing and failure to man the kettle (Rev. R4, tabs 7, 47; app. supp. R4, tab 34; tr. 433-34, 489). On 12 May 1992, the Government issued a stop work order when hot bitumen leaked into an existing gap between the wall of the building and the roof deck (Rev. R4, tab 48). There was nothing in the contract drawings to reflect that there was an existing gap that needed to be filled in order to prevent the leakage (app. supp. R4, tab 35; tr. 69-70). Nevertheless, appellant considered the damage from the leakage to be "minor" and voluntarily undertook necessary cleaning and repairs (Rev. R4, tab 53). Work, consisting of the start of demolition and replacement of the existing roof, resumed on 19 May 1992 (Rev. R4, tab 7 at 15).

On 8 June 1992, appellant orally advised Government representatives at the work site that "several design problems [had] surfaced." In a letter dated 9 June 1992, appellant explained that: (1) the existing lead coated copper flashing identified on the ROOF EDGE DETAIL (TYPE-1) on Drawing A-3 could not be utilized as the bottom hook strip as indicated; (2) additional wood blocking was required to achieve the proper slope for drainage; (3) the EXPANSION JOINT (TYPE-1) on Drawing A-4 was defective; and (4) the roof drains were too high. With regard to the existing flashing, the letter stated:

When we cut the existing metal we found that the existing metal was under the steel in only just a few areas which held the remaining areas in place. Consequently, when we made the cut the existing metal fell out.

(Rev. R4, tab 64; app. supp. R4, tab 35) The roof, together with the existing metal flashing edge, had been completely removed by the time this letter was written (tr. 427-28).

On 10 June 1992, Mr. Richard Bednarz, appellant's superintendent, met with Messrs. Michael Frank, Gale's project manager, Michael J. Mack, the Government's construction representative, and LTJG John Knight, the resident officer in charge of construction (ROICC), at the construction site. It was agreed that a new, continuous sheet metal hook strip needed to be installed because the existing edge metal flashing had been

removed by appellant, that additional blocking was needed in some areas to raise the edge of the roof to the required height for proper drainage, and that the original expansion joint should be redesigned, also to allow for proper drainage. (Rev. R4, tabs 4, 66)

The contract originally required installation of two layers of 2x6 wood blocking around the approximately 1200-foot perimeter of the building, a total of about 2400 lineal feet (tr. 230). According to Mr. Mack, there was nothing to prevent appellant from proceeding with installation of the perimeter wood blocking at this time (tr. 465-66).

On 12 June 1992, appellant requested a three-week contract time extension beginning upon receipt from Gale of the “necessary sketches” (Rev. R4, tab 65). The new drawings, ROOF EDGE DETAIL 1A and EXPANSION JOINT DETAIL 2A, were provided to appellant on 15 June 1992 (Rev. R4, tab 66).

Paragraph 3.1.12.1, HOOK STRIP, of contract section 07600 directs the contractor to “[u]tilize existing lead coated copper flashing to secure bottom edge of lower piece of two piece edge flashing assembly as indicated” (Rev. R4, tab 1). ROOF EDGE DETAIL (TYPE-1) provides in relevant part: “Ex[isting] L[ead] C[oated] [C]opper flashing - trim top & utilize as bottom hook strip as specified” (app. supp. R4, tab 35). Mr. Carl A. Hutchinson, the Government’s supervisory construction representative, explained that the detail, like paragraph 3.1.12.1, required appellant to use the existing hook strip, cut it and tie it into the new flashing (tr. 318, 331-36). The new drawing, ROOF EDGE DETAIL 1A, did not change the flashing design, only the description of the work, which now stated: “continuous sheet metal hook strip & fasteners spaced at 16” on center” (Rev. R4, tab 66; tr. 336).

Appellant submitted a cost proposal for the new metal hook strip, additional wood blocking and the expansion joint on 16 June 1992. It estimated a total of \$11,554.00 in extra costs, including \$1,427 for 516 lineal feet of additional wood blocking and the new expansion joint, and again requested a contract extension of three weeks. It did not seek any additional labor for the expansion joint “since it was an even exchange for the old detail.” (Rev. R4, tabs 4, 67)

Also on 16 June 1992, appellant noted in its daily report: “We have completed as far as we can with reroofing until we put flashing on” (Rev. R4, tab 7 at 51). Appellant began installation of the 2x6 wood blocking on 7 July 1992, and completed it on 14 July 1992 (Rev. R4, tab 7 at 68, 74). Between 16 June and 7 July 1992, it performed other contract work (Rev. R4, tab 7).

On 7 August 1992, the contracting officer unilaterally issued Modification No. P00002, awarding appellant a total of \$1,229.00 for the work associated with the revision to the expansion joint and the 516 additional feet of wood blocking, together with a

one-day time extension for installation of the additional wood block. This was \$198.00 less than appellant had requested. The Government found appellant responsible for the new hook strip metal edge because of its carelessness in removing the existing roof and its disposal of the material before the Government could inspect it. (Rev. R4, tabs 4, 67, 81) Appellant expressed its disagreement with the Government's position on this issue in a letter dated 10 August 1992 (Rev. R4, tab 84). Also on 10 August 1992, the Government accepted beneficial occupancy of the building (Rev. R4, tab 89; tr. 15-16).

Appellant's project manager, and back-up site superintendent, was the only witness appellant called to testify. He first testified that the contract specifications and drawings did not require appellant to reuse the existing metal flashing as the bottom hook strip (tr. 47-48, 103, 106). On cross-examination, however, he agreed that paragraph 3.1.12.1 of section 07600 of the specifications and ROOF EDGE DETAIL (TYPE-1) did specify reuse of the metal flashing (tr. 127-31). He also testified that the roof could not be demolished without removing the existing metal hook strip, that it was "almost impossible" to remove the roof without the hook strip, that they had difficulty getting the metal to "disattach," that it was not a "savable item" because it had been subject to condensation, corrosion and rust, that the metal edge was at a different angle than that shown on the drawing, and that the hook strip was missing completely (tr. 51-52, 102-06, 132-33, 138). He either did not see the existing hook strip before demolition of the roof (tr. 105-06), or did see it, but did not recall the condition of the metal (tr. 132).

We cannot find from this contradictory evidence that the conditions at the site were different from those indicated by the contract documents and that it was necessary for appellant to remove the existing metal flashing. Nor does the evidence support appellant's contention that it gave verbal notice to the Government of the alleged differing site condition associated with the flashing before removing it (Rev. R4, tabs 81, 84; tr. 463-64, 483).

Contract Withholdings

Appellant submitted its Invoice No. 4 on 30 July 1992 (Rev. R4, tab 6). In a letter dated 7 August 1992, the Government advised appellant that it was continuing to withhold \$10,000.00 for labor violations, that it had increased the withholding for liquidated damages to \$12,000.00, and that an additional \$5,000.00 was being withheld for late submission of payrolls and daily reports. In all, the retention totaled \$27,000.00. (App. supp. R4, tab 22) Appellant objected and requested that all withholdings be released (app. supp. R4, tabs 20, 23).

Appellant submitted its Invoice No. 5 on 16 November 1992 and was paid \$8,400.00 on it (Rev. R4, tab 6). In a 16 December 1992 letter, the Government advised appellant that

it was withholding a total of \$23,700.00 on Invoice No. 5: \$9,500.00 for labor violations; \$11,200.00 for liquidated damages (\$200 per day for 56 days, 15 June 1992 to 10 August 1992); and \$3,000.00 for its failure to submit as-built drawings (Rev. R4, tab 106). We find that these are the final amounts withheld by the Government. On 2 March 1993, the Government issued Modification No. P00003, deducting \$11,200.00 in liquidated damages from the revised contract price (Rev. R4, tab 5).

As-Built Drawings

Paragraph 1.2, SUBMITTALS, of section 01010 required the submission and approval of as-built drawings in accordance with specification section 01300 (Rev. R4, tab 1). By a letter dated 25 October 1993, the Government reminded appellant that it had not yet received as-built drawings and threatened to issue another deductive modification if they were not received by 5 November 1993 (Rev. R4, tab 111). Appellant responded on 3 November 1993 that the drawings had been hand-delivered to the ROICC' s office by Mr. Pat Piaggio, another of appellant's superintendents (Rev. R4, tab 112). Mr. Jason Thomas, the project manager, testified that he prepared two sets of as-built drawings; the second set after the Government advised that it had not received the first set. He thought that his uncle, Mr. Robert E. Thomas, had delivered them to the Government. (Tr. 144-45) Neither Mr. Piaggio nor Mr. Robert Thomas testified at the hearing. According to Mr. Hutchinson, the Government's supervisory construction representative, and Mr. Mack, the Government's construction representative, the Government did not receive any as-built drawings from appellant (tr. 340, 393-94, 422).

The copy of the as-built drawings contained in the hearing record is dated 16 October 1992, and is initialed by Mr. Bednarz. It appears that the drawings were obtained by counsel for the Government from appellant during the appeal proceedings. (Rev. R4, tab 10; tr. 145-46) We cannot find from this evidence that appellant timely delivered the as-built drawings to the Government. Even if we could so find, both Mr. Hutchinson and Mr. Mack explained that the drawings are deficient and would not have been approved (tr. 341, 394, 422-23).

Appellant's Claims

By a letter dated 8 April 1998, appellant submitted a claim alleging improper assessment of \$12,000.00 in liquidated damages and improper withholdings of \$10,000.00 for wage rate violations and \$5,000.00 for late submission of daily reports and certified payrolls (Rev. R4, tab 114). It appears that appellant's claim was based upon the withholdings from its Invoice No. 4, instead of the final withholdings from its Invoice No. 5. An appeal from a deemed denial of this claim was filed with the Board on 15 June 1998, and docketed as ASBCA No. 51590. We dismissed that part of the claim alleging improper

withholding for wage rate violations for lack of jurisdiction. *Thomas & Sons Building Contractors, Inc.*, ASBCA No. 51590, 01-1 BCA ¶ 31,246, *aff'd on reconsideration*, 01-1 BCA ¶ 31,296.

By a letter dated 17 September 1998, appellant submitted a claim seeking \$35,378.75, and a three-week time extension. It alleged that it was required to install the new metal hook strip because of a differing site condition, specifically that the “configurations on the bid drawings were not compatible to the conditions existing under the metal trim required to be removed.” (Emphasis in original.) The claim referenced and attached copies of ROOF EDGE DETAIL 1A and EXPANSION JOINT DETAIL 2A. It made no mention of the additional wood blocking. (Rev. R4, tab 115) An appeal from a deemed denial of that claim was filed with the Board on 20 September 2000, and docketed as ASBCA No. 53052.

Alleged Delay

Appellant’s evidence of alleged Government-caused delay consisted of the testimony of its project manager and a time impact analysis report prepared by Mr. William E. McDowell, Senior Scheduler/Analyst for The Vann Organization (Vann report). Appellant’s project manager thought that the 56 days of delay for which liquidated damages were assessed were associated with the GAF roof system submittal in the fall of 1991 (tr. 74, 125). He did not know the beginning and ending dates for the delay period, but speculated that it began on 16 August 1991 which, contrary to our finding above, he thought was the date upon which appellant submitted the GAF roof system to the Government for approval, and that it ended on 8 October 1991, with ten days for mailing each way (tr. 84, 96). He did not know how many days appellant should have been given by Modification No. P00002, asserting only that it should have been more than one day (tr. 156-57).

The Vann report analyzes the 56 days of delay beginning with 17 April 1992, when appellant planned to finish asbestos removal work. It finds that there are four separate categories of delay, and concludes that appellant is responsible for 23 days of delay, that the Government is responsible for 27 days of delay, and that it could not document responsibility for the remaining six days of delay, but that this delay was “caused by additional work called for by the differing site conditions for the metal hook strip.” (App. supp. R4, tab 34 at 6) Mr. McDowell did not testify at the hearing.

Mr. Vincent Martucci, a Navy civil engineer who has testified as a scheduling expert in four previous ASBCA appeals, was qualified by the Government as an expert on scheduling and delay analysis and so testified (tr. 215-221). He was of the general opinion that the Government’s withholding of liquidated damages for 56 days was correct (tr. 234).

He agreed with the Vann report's conclusion that the delay from 17 April 1992 through 12 May 1992, when appellant finished asbestos removal work, should be attributed to appellant (app. supp. R4, tab 34 at 4; tr. 226). We note that, although the Vann report computes 25 days for this delay, the report summary attributes only 23 days to appellant (app. supp. R4, tab 34 at 4, 6). Mr. Martucci, however, computed 26 days for this delay (tr. 226). The inconsistencies in the number of days are inconsequential. The determinative fact is that the Government did not cause any delay prior to 13 May 1992.

When Mr. Martucci gave appellant the benefit of the doubt, he also agreed with the Vann report's conclusion that appellant was entitled to six days of non-compensable delay (13 through 18 May 1992) associated with the bitumen leakage (app. supp. R4, tab 34 at 4; tr. 226-27). These conclusions are consistent with our findings above that hot bitumen leaked into an existing gap between the wall of the building and the roof deck which was not reflected on the contract drawings and that appellant voluntarily undertook the resulting cleaning and repair work. We find that the Government is responsible for a six day, non-compensable contract time extension.

The Vann report next finds that the Government is responsible for 21 days of delay caused by "differing site conditions and the lack of Navy response to the proposal for contract modifications." As we understand the Vann report in this regard, the delay begins on 16 June 1992, when appellant submitted its cost proposal and noted in its daily report that it could not proceed with roofing until it installed the new metal hook strip, and ends on 7 July 1992, when appellant proceeded with installation of the 2x6 wood perimeter blocking. The Vann report comments that the "contract drawings show [that] work on flashing cannot be completed without first installing the 2x6 blocking." (App. supp. R4, tab 34 at 5)

Mr. Martucci disagreed with this analysis. Like Mr. Mack, he thought that appellant could have begun installation of the contractually required perimeter wood blocking and would have completed 80 or 90 percent of this work by the time it would have been necessary to install the additional 516 feet of wood blocking needed for drainage (tr. 229-32, 267-68). Mr. Martucci further observed that, to the extent the Vann report infers that appellant could not begin the work until it received a contract modification, appellant started the work without it and could have done so earlier (Rev. R4, tabs 3, 7 at 68; tr. 232).

Finally, the Vann report notes that there are six days for which it was unable to document responsibility, but that these six days are attributable to "additional work called for by the differing site conditions for the metal hook strip" (app. supp. R4, tab 34 at 6).

DISCUSSION

The Government's Claim for Liquidated Damages and Appellant's Claim of Differing Site Conditions and Resulting Delay

In order to prevail upon its claim for liquidated damages at issue in ASBCA No. 51590, the Government must demonstrate that appellant was in default because it did not complete the contract work on time and that it did not prevent performance or contribute to the delay. *Gaffny Corporation*, ASBCA Nos. 37639 *et al.*, 94-1 BCA ¶ 26,522 at 132,010. The evidence here established that the contract completion date was revised to 14 June 1992 by Modification No. P00001 and then to 15 June 1992 by Modification No. P00002. Beneficial occupancy did not occur until 10 August 1992, however, 56 days after the adjusted completion date. The Government assessed liquidated damages at \$200.00 a day for these 56 days.

Appellant contends that the assessment was improper because the Government is responsible for a number of contract performance delays. According to appellant, the first such delay is associated with its GAF roof system submittals in the fall of 1991. This contention fails, however, because on 18 December 1991, appellant executed bilateral Modification No. P00001, which extended the contract completion date 184 days, to 14 June 1992. The modification contained a full release and appellant did not reserve any claims. Appellant's agreement to the new contract performance schedule forecloses any consideration by us of the alleged cause of delay occurring prior to the contract extension. *E.g.*, *Cox & Palmer Construction Corp.*, ASBCA Nos. 43438 *et al.*, 93-3 BCA ¶ 26,005 at 129,274.

The Vann report addresses the delays appellant alleges it experienced after the execution of Modification No. P00001. Both the Vann report and the Government's expert attribute the delay from 17 April through 12 May 1992, to appellant, and we so found. We also found, as did the Vann report (and Mr. Martucci when giving appellant the benefit of the doubt), that the Government was responsible for six days of delay, 13 through 18 May 1992, associated with the bitumen leakage. Appellant voluntarily performed repair and cleaning work necessitated by this leakage. We conclude that appellant is entitled to a six-day, non-compensable contract time extension for this delay.

The two remaining periods of delay discussed by the Vann report are based upon the alleged differing site conditions which are the subject of appellant's underlying claim in ASBCA No. 53052. We found above that the evidence did not support appellant's contention that it was necessary to remove the existing metal flashing because the site conditions were not as depicted on the contract drawings. Therefore, we reject the Vann report's finding that the Government is responsible for 21 days of delay resulting from

differing site conditions and conclude that appellant's claim is without merit. *See Stuyvesant Dredging Co. v. United States*, 834 F.2d 1576, 1581 (Fed. Cir. 1987).

We are also persuaded by the testimony of Messrs. Mack and Martucci that there was no reason for appellant to delay installation of the contractually required wood blocking for the perimeter of the roof, absent which it could not begin installation of the new metal flashing. Instead of simply proceeding with this work, appellant did not begin the work until 7 July 1992.

Finally, even if we could conclude that appellant encountered conditions that were different than those indicated by the contract documents, we could not conclude that appellant gave the Government the requisite notice before removing the existing metal flashing. Although it began removing the existing roof on 19 May 1992, appellant did not give the Government notice of the alleged differing site conditions until 8 June 1992. The existing roof, including the metal flashing that was to be reused as the bottom hook strip, had been completely removed and disposed of when representatives of appellant and the Government met at the work site two days later. The Government, therefore, had no opportunity to evaluate the actual field conditions before appellant removed the existing metal flashing to determine whether a change in the contract requirements was necessary. *E.g. Oconto Electric, Inc.*, ASBCA Nos. 40421, 40422, 93-3 BCA ¶ 26,162.

For these same reasons, even if the Vann report is correct in finding that the remaining six days of delay it computed were caused by the difficulties with the metal hook strip, we would not attribute this delay to the Government.

We are also satisfied that the redesign of the expansion joint did not result in Government-caused delays. Although appellant's 17 September 1998 claim references the new expansion joint drawing, there was no evidence tying any work associated with it to the alleged metal hook strip delays. Likewise, there was no evidence that appellant's work was either delayed during the three days it took to revise this detail or otherwise impacted by it. Indeed, appellant did not seek any additional labor for this revision because it was "an even exchange for the old detail."

The same is true of the additional wood blocking. There was no persuasive evidence that Modification No. P00002 did not adequately compensate appellant for time and expenses.

On the basis of the foregoing, we conclude that the Government's assessment of liquidated damages challenged in ASBCA No. 51590 should be reduced by \$1,200.00 to reflect the delay associated with the bitumen leakage (six days of delay multiplied by the \$200.00 daily liquidated damages rate). Appellant's remaining assertions relating to

alleged differing site conditions and resulting delay in ASBCA No. 53052 are without merit.

Appellant's claim for Release of the Government's Withholdings

Appellant's 8 April 1998 claim forms the basis for the assertion in ASBCA No. 51590 that the Government improperly withheld \$5,000.00 for the late submission of daily reports and certified payrolls. As we found, the Government's payment on Invoice No. 5 did not withhold any amount for late submission of daily reports and payrolls.

The Government did, however, withhold \$3,000.00 from payment on Invoice No. 5 for appellant's failure to submit as-built drawings. Nonetheless, because no claim was submitted to the contracting officer seeking release of this withholding, we have no jurisdiction to consider whether the withholding was improper. *See* 41 U.S.C. § 605(a); *H.L. Smith, Inc. v. Dalton*, 49 F.3d 1563, 1564 (Fed. Cir. 1995) (ASBCA's jurisdiction over a contractor's claim is predicated upon the prior submission of that claim to a contracting officer for decision).

CONCLUSION

The appeal in ASBCA No. 51590 is sustained only to the extent that appellant is entitled to a \$1,200.00 reduction of the liquidated damages assessed. The appeal in ASBCA No. 51590 is otherwise denied. The appeal in ASBCA No. 53052 is denied in its entirety.

Dated: 9 April 2002

CAROL N. PARK-CONROY
Administrative Judge
Armed Services Board
of Contract Appeals

I concur

I concur

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

EUNICE W. THOMAS
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 Nos. 51590 and 53052, Appeals of Thomas & Sons Building Contractors, Inc., rendered in conformance with the Board's Charter.

Dated:

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