

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeals of --)
)
Progressive Construction Company, LLC) ASBCA Nos. 59143, 59279
)
Under Contract No. W912EQ-09-C-0021)

APPEARANCES FOR THE APPELLANT: R. O’Neal Chadwick, Jr., Esq.
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APPEARANCES FOR THE GOVERNMENT: Thomas H. Gourlay, Jr., Esq.
Engineer Chief Trial Attorney
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Engineer Trial Attorneys
U.S. Army Engineer District, Memphis

OPINION BY ADMINISTRATIVE JUDGE THRASHER

The parties jointly move the Board to enter judgment in these Rule 12.2 appeals in the amount of \$35,500.00 based upon a settlement agreement between the parties dated 24 June 2014.

It is the Board’s decision, pursuant to 41 U.S.C. §§ 7105(e), 7108(b), and the parties’ stipulation and agreement, that these appeals are sustained. In the nature of a consent judgment, the Board makes a monetary award to appellant in the amount of \$35,500.00. In the event the government fails to pay Progressive Construction Company, LLC (Progressive), the full settlement amount within 30 business days after 25 June 2014, the parties agree that the government shall pay Progressive interest on the full settlement amount from that date until Progressive receives payment. Any interest due Progressive will be calculated pursuant to 41 U.S.C. § 7109. The parties have represented to the Board that this consent judgment will not be presented for payment from the Judgment Fund and will be paid in accordance with the terms of the Release and Settlement Agreement by the agency.

Dated: 3 July 2014



JOHN J. THRASHER
Administrative Judge
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. 59143, 59279, Appeals of Progressive Construction Company, LLC, rendered in conformance with the Board's Charter.

Dated:

JEFFREY D. GARDIN
Recorder, Armed Services
Board of Contract Appeals