

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of --)
)
Coakley & Williams Construction, Inc.) ASBCA No. 60824
)
Under Contract No. N40085-07-D-7023)

APPEARANCES FOR THE APPELLANT:

Bennett D. Greenberg, Esq.
Daniel P. Wierzba, Esq.
Seyfarth Shaw LLP
Washington, DC

Benjamin A. Hubbard, Esq.
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Chesapeake, VA

APPEARANCES FOR THE GOVERNMENT:

Ronald J. Borro, Esq.
Navy Chief Trial Attorney
David B. Stinson, Esq.
Trial Attorney

OPINION BY ADMINISTRATIVE JUDGE STEMLER

It is the Board’s decision, pursuant to 41 U.S.C. §§ 7105(e), 7108(b), and the parties’ stipulation and agreement, that the appeal is sustained. In the nature of a consent judgment, the Board makes a monetary award to appellant in the amount of \$900,000. If the award is not paid within 90 days from the date of this decision, interest shall be paid on this amount pursuant to 41 U.S.C. § 7109 starting on the 91st day until date of payment.

Dated: 24 March 2017


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

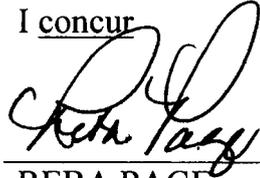
(Signatures continued)

I concur



JOHN J. THRASHER
Administrative Judge
Chairman
Armed Services Board
of Contract Appeals

I concur



REBA PAGE
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 No. 60824, Appeal of Coakley & Williams Construction, Inc., rendered in conformance with the Board's Charter.

Dated:

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