ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of --	)	
	)	
Bean Stuyvesant L.L.C.	)	ASBCA No. 53882
	)	
Under Contract No. DACW54-01-C-0007	)	

APPEARANCE FOR THE APPELLANT: Peter M. Kilcullen, Esq.
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APPEARANCES FOR THE GOVERNMENT: Thomas H. Gourlay, Jr., Esq.
Engineer Chief Trial Attorney
M. Brooke Lamson, Esq.
Engineer Trial Attorney
U.S. Army Engineer District,
Wilmington, DE

OPINION BY ADMINISTRATIVE JUDGE DELMAN

Bean Stuyvesant L.L.C. (appellant) seeks an equitable adjustment in the amount of $2,903,347, contending that it encountered differing site conditions under its contract with the U.S. Army Corps of Engineers (government). A hearing was held on entitlement only. We have jurisdiction under the Contract Disputes Act, 41 U.S.C §§ 601-613.

FINDINGS OF FACT

1. On 27 September 2000, the government issued an Invitation for Bids (IFB) for the placement of approximately 2,650,000 cubic yards of beach fill on a beach on Oak Island, North Carolina, to restore a sea turtle habitat. The fill material was to be dredged and transported via pipeline from a nearby confined disposal area known as the "Yellow Banks Borrow Area" (YBBA). (R4, tab D5 at 000522 *et seq.*)

2. The bid documents included the following FAR clauses: FAR 52.236-2, DIFFERING SITE CONDITIONS (APR 1984); FAR 52-236-3, SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK (APR 1984). FAR 52.236-4, PHYSICAL DATA (APR 1984), stated in pertinent part as follows:

> (h) Subsurface investigations. The area to be dredged is a Confined Disposal Facility and contains dredged material from the AIWW [Atlantic Intracoastal Waterway]. Borings have been taken in the borrow area and the

laboratory logs are included in Appendix A. Available grain size analyses are included in Appendix B.

(R4, tab D5 at 000651)

3. Section 02220, DREDGING AND BEACH–FILL WORK, provided in pertinent part as follows:

Part 2 PRODUCTS

2.1 CHARACTER OF MATERIALS

The materials to be excavated are predominately sands (SP, SP-SM, SM), and wood that results from local growth, or that may have sunk or become lodged in the borrow area. Boring logs and selected grain size data are contained in Appendix A and B respectively. Elevations shown on the borings logs are approximate. **Drilling logs of other borings in the vicinity of the project site not provided in Appendix A are available upon request.** All requests shall be directed to Ed Dunlop of the Wilmington District Office at (910) 251-4492. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. Bidders are expected to examine the site of work and after examination decide for themselves the character of material.

Part 3 EXECUTION

3.1 PLACEMENT OF MATERIALS

3.1.1 General

. . . .

3.1.1.2. Materials

The dredging shall be accomplished so that the most suitable material available for beach nourishment is placed within the prescribed section. This material should be predominantly of sand grain size with no more than 10% silt and clay material present. Should

> the dredge encounter materials not suitable for the beach, the contractor will be directed by the Contracting Officer to move to a more satisfactory location within the indicated borrow area.
>
> 3.1.1.3. Objectional [sic] Matter
>
> Objectionable matter such as stumps, roots, logs, or other organic or inorganic debris having a diameter of 2 inches or more and/or a length of 1 foot or more, or accumulations of small vegetative growth or debris shall be collected and placed in a disposal area furnished by the Contractor and approved by the Contracting Officer as the work progresses. Objectionable matter such as large clay balls shall be broken up and dispersed and/or mixed in with the beach fill section.

(Emphasis added) (R4, tab D5 at 000802-803)

4. The IFB documents also included Plate P-11, "Yellow Banks Borrow Area", which showed the YBBA and surrounding area. P-11 indicated that the available dredging limit in the YBBA was -15 feet Mean Sea Level (MSL). P-11 also depicted a number of small, partially darkened circles within and adjacent to the borrow area. This was the standard symbol the government used to depict bore hole locations (tr. 3/133, 216), which was recognized by appellant's project manager (tr. 2/76).

5. There were three bore holes shown on P-11 for which data were provided within the appendices of the IFB: YB-1, YB-2 and YB-10. There were five bore holes shown on P-11 for which data were not provided within the IFB: Nos. 3, 4, 6, 20 and 21. Bore holes 3, 4 and 6 were located within the YBBA; bore holes 20 and 21 were located within the vicinity of the YBBA. As stated above, the drilling logs for bore holes in the vicinity of the project site and not provided in the IFB were available upon request.

6. Prior to bidding, two of appellant's bid competitors, Great Lakes Dredge & Rock Co. (Great Lakes) and Weeks Marine, Inc. (WMI), requested and received the drilling logs for the bore holes within the vicinity of the project. Appellant did not request the data. Mr. Ed Dunlop, a government engineer who prepared the IFB plans and specifications, forwarded the data to Great Lakes and WMI and stated in each cover letter as follows:

> Boring sites identified on plan sheet P-11 as 3, 4, 6, 20, and 21 are vibracores that were drilled in 1973. Since unknown changes in the borrow area may have occurred since 1973,

> the age of the vibracore data should be considered when used to evaluate material to be dredged.

(R4, tabs 1, 12) The "unknown changes" above included possible changes to the upper few feet of the holes due to erosion, but they would have had no effect on the lower depths, where limestone layers were found (tr. 3/243; finding 12, *infra*).

7. Amendment No. 0001 to the IFB was issued on 5 October 2000 (R4, tab D2 at 000398). This amendment revised the allowable dredging depth in the YBBA from -15 feet MSL to -20 feet MSL, as shown on revised plate P-11 (R4, tab D2 at 000446). This amendment also deleted appendices A and B and replaced them with new appendices A and B with revised drilling logs for YB-1, YB-2 and YB-10. The revisions consisted of adding a box entitled "lab classification" to the first page of each drilling log. This box refers to the grain size analyses included in appendix B. (R4, tab D2 at 000404, 000406, 000408)

8. Amendment No. 0001 also included a "Site Visit" clause, scheduling a visit for 18 October 2000 (*Id*. at 000402). Great Lakes and WMI attended the site visit. Appellant did not attend (tr. 3/140). During the site visit, the YBBA was viewed from the northeast from nearby property (tr. 3/141-2). A representative of appellant paid a visit to the site on 7 November 2000, and took some photographs (R4, tab 131).

9. Amendment No. 0003 to the IFB was issued on 2 November 2000. This amendment revised the location of YB-1, and provided a location for YB-10. No other change was made to the boring log data. The locations for YB-1 and YB-10 were also changed on revised plate P-11. (R4, tab D4 at 000448, 000461, 000465 and 000515)

10. Under the IFB as amended, YB-1 was located within the western portion of the YBBA, where appellant alleges it encountered the most problems with hard subsurface material at lower elevations. The "Classification of Materials" column of the YB-1 drilling log in appendix A indicated soil classifications for this hole as "SP" and "SM", which was generally described as coarse, poorly graded sand in the higher elevations, but as silty sand with "rock fragments" in the lower elevations (see soil sample nos. 16, 17 *et seq*.), beginning at elevation -13.6 feet MSL and extending down to elevation -38.1 feet MSL (R4, tab D4 at 000461, 000462).[1] The "Remarks" column of the drilling log identified blows/foot, also known as "blow counts", which reflected the relative resistance of the surface to penetration by the split spoon sampler used to drill the

[1] In reading a Drilling Log, ENG FORM 1836 (R4, tab D4 at 000461), the MSL for a given Box/Sample/Jar (column 6) is determined by subtracting the figure in the "Depth" column (column 2) from the figure in the Block identified as "Elevation" (column 1). For example, sample No. 16 for YB-1 (R4, tab D4 at 000462) was located at -13.6 feet MSL, calculated by subtracting 45 feet of hole depth (column 2) from +31.4 feet Elevation (column 1).

hole. Although there were some exceptions, the log showed that blow count figures generally increased throughout these lower elevations, indicating that the material encountered was more difficult to penetrate than the material above it. (*Id*. at 000462) In addition, soil samples YB-1-16 and YB-1-17, depicted in appendix B, showed large percentages of limestone gravel, 35.88% and 25.26% respectively (R4, tab D4 at 000483, 000484).

11. The drilling log located in appendix A for YB-2, located in the eastern portion of the YBBA, generally showed coarse, poorly graded sand or silty sand in the higher elevations, SP/SM, but also showed "rock frags" in all samples from -18.1 feet MSL down to the predetermined bottom of the hole at -25.6 feet MSL (R4, tab D4 at 000463, 000464). The drilling log for YB-10, located in the access channel to the YBBA, also generally showed coarse, poorly graded sand or silty sand in the higher elevations, SP/SM, but also showed "rock frags" in the samples (Nos. 17, 18) taken between -19.9 feet MSL and -24.4 feet MSL (R4, tab D4 at 000465 and 000466).

12. As stated above, the IFB did not include bore hole data for bore holes 3, 4, 6, 20 and 21, but the data were available upon request. Appellant did not request and did not have the benefit of the data prior to bidding. Insofar as pertinent, bore hole 20 was located roughly 200 feet from the YBBA and was adjacent to the access channel (tr. 3/246) and near YB-10 (R4, tab 185 at 004288). The drilling log for hole 20 showed, from the top elevation of the hole at -1.7 feet MSL, a limestone rock layer beginning at 17 feet of depth, or at -18.7 feet MSL (tr. 3/248) and extending down to the bottom of the hole at -21.7 feet MSL (R4, tab 1 at 000899). Bore hole 21 was located approximately 300-400 feet from the YBBA (tr. 3/246). This drilling log also showed, from the top elevation of the hole at -2.2 feet MSL, a limestone rock layer beginning at 15 feet of depth, or at -17.2 feet MSL (tr. 3/248) and extending down to the bottom of the hole at -22.2 feet MSL (R4, tab 1 at 000899).

13. Based upon a review of the IFB as amended, but without reviewing the available log data for the holes within the vicinity of the YBBA, appellant's production estimator was of the view that the material to be excavated in the YBBA was previously dredged material, predominantly sand and wood, although "it crossed [his] mind" that some of the material could be harder or cemented (tr. 1/134). The "before" and "after" dredging profile of the contract dredging prism showed that the dredged material that appellant ultimately excavated was, in fact, predominately sand (R4, tab 177; tr. 3/238-41).

14. Bids were opened on 14 November 2000, and appellant was the lowest bidder at a total estimated price of $8,550,000. Appellant was more than $2,000,000 lower than the next lowest bidder. (R4, tab 16) The contract was awarded to appellant on 14 December 2000 (R4, tab D1 at 000375).

15. After contract award, appellant cleared the YBBA surface of trees and brush and dredged an access channel to allow the dredge sufficient flotation to enter the borrow area. The clearing of trees and brush began on 9 January 2001 (R4, tab 66 at 003066). The dredge arrived at the site on 9 February 2001, and it started dredging the access channel the next day (R4, tab 66 at 003068; tr. 2/6). Appellant completed the dredging of the access channel on 17 February 2001 (R4, tab 66 at 003069; tr. 2/10).

16. On 5 March 2001, appellant began dredging the western part of the borrow area (R4, tab 43 at 001334). On 7 March 2001, the dredge encountered rock at or near elevation -20 feet MSL (tr. 2/23). Appellant's daily report of 9 March 2001 stated that the dredge had to start dredging at -15 feet instead of -20 feet due to unsuitable, rock material (R4, tab 43 at 001377; tr. 2/21).

17. On 10 March 2001, appellant sent the government's inspector, Mr. Rolando Serrano, an e-mail indicating that appellant was dredging at -15 feet and that dredging at this depth was affecting its production. In forwarding its daily report for that day, appellant marked the "yes" box indicating a condition that might lead to a claim (R4, tab 43 at 001379). Appellant noted in its quality control report for 10 March 2001: "Dredge encountered rock at 15 ft. depth. This material is unsuitable for the beach. The dredge is now digging at 15 ft. and periodically testing if the rock layer is going down." (R4, tab 43 at 001381; tr. 2/25)

18. On 16 March 2001, appellant provided the government with written notice that it had encountered a hard layer in the YBBA, and was unable to dredge to the "required" depth of -20 feet (R4, tab 22). The contract did not require appellant to dredge to -20 feet MSL. This depth was the allowable dredge limit; appellant did not have to dredge to -20 feet to fill the beach (tr. 1/137). The original IFB called for the dredging of the YBBA within an allowable depth of -15 feet MSL. At -15 feet MSL, there was roughly 2.9 million cubic yards of material available for dredging (tr. 3/147).

19. On 22 March 2001, appellant's quality control report stated "ladder picked up to 19 feet due to hitting hard rock (plus tide)" (R4, tab 43 at 001468). Appellant provided the government with written notice of a differing site condition on 23 March 2001 (R4, tab 25).

20. As a result of this notice, the government made a series of subsurface investigations between 24 March 2001 and 1 April 2001. By letter dated 4 April 2001, the government advised appellant that its new borings showed that the actual subsurface conditions were not materially different from those indicated in the contract (R4, tab 29). By letter dated 6 April 2001, appellant disputed the government's position, stating that it would contract with a third party to perform borings in the area previously dredged (R4, tab 31).

21. Appellant obtained three rock core borings on 2 May 2001 in the western part of the YBBA. These borings showed that: "Coquina was encountered in Core 1 at elevation -17 [feet] MSL, and in Core 2 at -15.5 [feet] MSL. Cemented sand was encountered at Core 3 at -22.5 [feet] MSL." (R4, tab 36 at 001012) Coquina is a type of very weak rock (tr. 3/88-9). Appellant sent the results of its investigation to the government by letter dated 31 May 2001, and reiterated its intent to file a request for an equitable adjustment (R4, tab 36).

22. Dredging on the project was completed on 8 May 2001 (R4, tab A28). Appellant was paid for the dredging and placement of 2,634,795 cubic yards of material (R4, tab 37). On 30 May 2001, government representatives visited the beach to observe conditions. The beach fill that had been dredged and pumped by appellant included stones in a number of areas, ranging in size from 1 to 9 inches in diameter. (R4, tab A29; tr. 4/9).

23. On 20 December 2001, appellant submitted a certified claim to the contracting officer (CO) in the amount of $2,903,347, based upon differing site conditions (R4, tab C1). On 19 July 2002, the CO issued a decision denying the claim (R4, tab B). This appeal followed.

24. At the trial, appellant offered the expert report and testimony of Mr. Udo Wezenberg, a senior engineering geologist with Boskalis, the parent company of the appellant. Mr. Wezenberg has a bachelor's degree in geology and a master's degree in engineering geology, and worked for a number of years as an underground rock mechanics engineer. (Tr. 3/6-7) Based upon his review, *inter alia*, of drilling logs YB-1, YB-2 and YB-10 in the contract as amended; the contract grain size analyses; the parties' investigative logs and other contract information Mr. Wezenberg offered his expert opinion in support of appellant's claim -- that there was a substantial difference between site conditions actually encountered by appellant and the conditions that were indicated in the contract documents (R4, tab 108 at 3; tr. 3/37).

25. In preparing his expert report, Mr. Wezenberg did not review the drilling logs from bore holes 20 and 21 (tr. 3/50-1), which were available to the bidders upon request. At trial, Mr. Wezenberg was shown the data. He characterized the limestone in these holes within the -20 feet MSL limit as very weak rock (tr. 3/81-82). This observation was generally consistent with appellant's investigative borings of actual site conditions (finding 21; tr. 3/33). Mr. Wezenberg indicated that if he had seen the additional bore hole data from bore holes 20 and 21 along with the drilling logs from the contract, it would have "set alarm bells ringing" because "I suddenly see the description of rock in there" (tr. 3/92).

26. Mr. Wezenberg was unaware of the government's convention of using partially darkened circles on contract drawings to indicate bore holes (tr. 3/56-7). Appellant's project manager viewed this as normal practice (tr. 2/76).

27. Based upon our review of Mr. Wezenberg's report and his testimony, we are not persuaded by his opinions in support of appellant's claim.

28. The government offered the expert report and testimony of Dr. James W. Erwin.[2] Dr. Erwin is a consulting engineer and hydrogeologist, who was employed for over 30 years with the Corps of Engineers in various technical and supervisory capacities. He has a bachelor's degree and master of science degree in geology and a Ph.D. in geological engineering. (R4, tab 185 at 004286, 004301)

29. Dr. Erwin offered his expert opinion that all the available information should have alerted an experienced dredger of the possibility of encountering weakly cemented sand layers, limestone or other hard material in the lower portion of the dredging prism (R4, tab 185 at 004290). Dr. Erwin's report provided as follows:

> It is my opinion that those bidders who chose to review all of the data available to them during the bidding period had sufficient information to make them aware that hard material might be encountered within the deeper part of the dredging prism. My opinion is based upon an evaluation of the subsurface data, taking into account both the three splitspoon borings YB-1, YB-2 and YB-10 included in the specifications plus vibracore borings 20 & 21 which were made available to the bidders upon request. Vibracore borings 20 & 21 contained limestone beginning at depths of -18.7 feet and -17.2 feet MSL respectively. This should have alerted a prudent bidder that rock may be encountered within the dredging prism. With this in mind, it becomes clear that the description of rock fragments in splitspoon samples from borings YB-1 and YB-10 and the shell fragments in YB-2, plus the high blow counts in these borings are an indication that rock was most likely penetrated.

(R4, tab 186 at 004295) Among other things, appellant questioned Dr. Erwin's lack of experience as a dredging contractor and his background as a former Corps of Engineers employee (tr. 4/91, 92, 110, 111, 120). Overall, however, we find that Dr. Erwin's opinions were credible and persuasive.

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[2] The government also offered the expert report and testimony of Mr. Thomas M. Turner, P.E. Mr. Turner had nearly four decades of experience in the dredging industry with the private and government sectors (R4, tab 182 at 004261). He corroborated Dr. Erwin's conclusions (*Id*. at 004263), but most of his report and testimony involved appellant's bid estimate dredge production rates. Given our disposition of this case, we need not address this issue.

30. During a visit to the Oak Island beach in 2004 – roughly three years after appellant performed the contract work – Dr. Erwin discovered some rocks/cobbles on the beach. According to Dr. Erwin, these cobbles were in patches in limited areas and had rounded rather than sharp edges, which suggested that they existed in the borrow area as discrete items or particles as opposed to fractures from existent rock layers (R4, tab 185 at 004291). We find this testimony persuasive. We find that the beach conditions viewed by Dr. Erwin in 2004 do not serve to support appellant's differing site conditions claim, filed in 2001.

DECISION

Appellant claims that it encountered a Type I differing site condition, that is, that the subsurface conditions actually encountered differed materially from those indicated in the contract. As stated in *Comtrol, Inc. v. United States*, 294 F.3d 1357, 1362 (Fed. Cir. 2002):

> To establish entitlement to an equitable adjustment due to a Type 1 differing site condition, a contractor must prove, by preponderant evidence: that the conditions indicated in the contract differ materially from those actually encountered during performance; the conditions actually encountered were reasonably unforeseeable based on all information available to the contractor at the time of bidding; the contractor reasonably relied upon its interpretation of the contract and contract-related documents; and the contractor was damaged as a result of the material variation between expected and encountered conditions. *H.B. Mac, Inc. v. United States,* 153 F.3d 1338, 1345 (Fed. Cir. 1998).

We believe that appellant has failed to carry its burden of proof here.

It is undisputed that appellant encountered weak rock material and cemented sand at certain lower levels of the dredging prism, from -15 feet MSL to -20 feet MSL west to east within the YBBA. However, the contract drilling log for YB-1, showed *rock fragments* in samples from -13.6 feet MSL down to split-spoon sampler refusal at -38.1 feet MSL. Contract drilling log YB-2, showed *rock fragments* in samples from -18.1 feet MSL to the bottom of the hole at -25.6 feet MSL. Contract drilling log, YB-10, showed *rock fragments* in samples between -19 feet MSL and -24.4 feet MSL.

Based upon our review of all the evidence, we are persuaded that the contract's identification of rock fragments at the lower elevations suggests the possible presence of rock and/or hard material at lower elevations within the dredge prism. Appellant encountered rock and/or hard material at the lower elevations within the dredge prism.

We believe that appellant did not prove any material inconsistencies between the information contained in the contract and the conditions encountered.

Appellant contends that Paragraph 2.1 of specification Section 02220 was misleading, because it indicated that the materials to be excavated were "predominately sands" (finding 3). However, the "before" and "after" dredging profile of the contract dredging prism showed that the excavated material for the project, roughly 2.6 million cubic yards of material, was in fact predominately sands (finding 13). Subsection (h) of the Physical Data clause stated that the area to be dredged contained "dredged material" (finding 2), but the YBBA in fact contained material of this kind, and we do not interpret this clause as a warranty or guarantee that no rocks, cobbles, or other hard matter would be contained within the dredging prism.

Appellant also has not shown that the conditions it encountered were reasonably unforeseeable based upon all the information available at the time of bidding. A contractor has the duty to review information that is made available for inspection. *Randa/Madison, Joint Venture III v. Dahlberg*, 239 F.3d 1264, 1270-72 (Fed. Cir. 2001); *Billington Contracting, Inc.*, ASBCA Nos. 54147, 54149, 05-1 BCA ¶ 32,900 at 162,994. The IFB placed the bidders on notice that drilling logs of other borings in the vicinity of the YBBA would be made available upon request (finding 3). Appellant's competitors requested and received the vicinity data. Appellant did not. If appellant had reviewed the drilling log for nearby hole 20, it would have seen that all material below -18.7 feet MSL was classified as limestone. The drilling log for nearby hole 21 showed that all material below -17.2 feet MSL was classified as limestone. (Finding 12)

Given the drilling log data included in the bid documents, and the available drilling log data for the bore holes within the close proximity of the YBBA, we conclude that appellant has not shown that the rock material it encountered was reasonably unforeseeable.

Appellant also contends that the Character of Materials clause (finding 3) contains a disclaimer of the government's drilling log data. It cites *Randa/Madison Joint Venture III*, ASBCA No. 49452, 99-2 BCA ¶ 30,553 at 150,878, *aff'd*, 239 F.3d 1264 (Fed. Cir. 2001), for the proposition that where the government expressly excludes or disclaims responsibility for the accuracy of data, bidders have no duty to evaluate the information. However, we see no express exclusion or disclaimer of the accuracy of the data in this clause. The clause merely protected the government from unwarranted or unreasonable contractor interpretations or assumptions from the data the government provided. Indeed, the Board in *Randa/Madison* at 150,878 was called upon to review this very same language, and held that it did not constitute an express disclaimer.

Nor has appellant shown that the government expressly disclaimed the accuracy of the data sent by Mr. Ed Dunlop. The comments in his cover letter, reasonably construed,

were cautionary rather than exculpatory, that is, that the age of the data was to be considered when used by the bidders to evaluate the material to be dredged (finding 6).

Appellant has not shown that the government disclaimed the accuracy of any of the relevant drilling data. We believe that the data included within the contract and the data made available upon request were part of the universe of relevant information made available to the bidders, which appellant should have considered in order to prepare its bid. Having failed to do so, appellant cannot prove that it reasonably relied upon all contract and contract-related data, as required by the Differing Site Conditions clause. *Comtrol, supra* at 1363-64.

CONCLUSION

We conclude that appellant failed to prove by a preponderance of the evidence that the conditions indicated in the contract documents differed materially from those conditions actually encountered; that the latter conditions were reasonable unforeseeable based upon all the information available to the contractor at the time of bidding; and that it reasonably relied upon its interpretation of all contract and contract–related documents. Having failed to prove these elements of a Type I differing site condition, appellant's claim is denied, and we need not address any other prerequisites for recovery, nor the other grounds asserted by the government for denying the claim.

The appeal is denied.[3]

Dated: 5 October 2006

JACK DELMAN
Administrative Judge
Armed Services Board
of Contract Appeals

[3] Appellant's post hearing brief contends that the government withheld certain relevant information from the bidders, including information contained in a government ecosystem restoration report dated February, 1999 (br. at 3, 50, n.2). The brief also contends that the government issued certain contract changes related to the performance of the dredging work (br. at 62). The claim filed with the CO, denied by CO decision and appealed to this board was based upon differing site conditions, and we have no jurisdiction and express no opinion on any other potential claims.

I concur

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

I concur

ELIZABETH A. TUNKS
Administrative Judge
Acting 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 No. 53882, Appeal of Bean Stuyvesant L.L.C. rendered in conformance with the Board's Charter.

Dated:

CATHERINE A. STANTON
Recorder, Armed Services
Board of Contract Appeals