

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of --)
)
Joint Venture Makyal Ins. Ve Tic. A.S.)
& Mehmet Erdal Kamisli Co. Ltd.) ASBCA No. 56956
)
Under Contract No. W912GB-06-C-0014)

APPEARANCE FOR THE APPELLANT: Paul D. Reinsdorf, Esq.
Frankfurt, Germany

APPEARANCES FOR THE GOVERNMENT: Thomas H. Gourlay, Jr., Esq.
Engineer Chief Trial Attorney
Brett R. Howard, Esq.
Engineer Trial Attorney
U.S. Army Engineer District, Europe

OPINION BY ADMINISTRATIVE JUDGE TUNKS
ON CROSS-MOTIONS FOR SUMMARY JUDGMENT

ASBCA No. 56956 is one of seven consolidated appeals arising from a contract to Replace Family Housing at the United States Air Base, Incirlik, Turkey. Appellant seeks an equitable adjustment of \$3,950,309 and a 106-day extension of the completion date. The claim is based on delay in the issuance of the Construction Notice to Proceed-Part 2 (CNTP2) authorizing appellant to begin work and a subsequent ban on the import of materials. Jurisdiction arises under the Contract Disputes Act (CDA), 41 U.S.C. §§ 7101-7109. Both parties have moved for summary judgment, each asserting that it is entitled to judgment as a matter of law. The underlying contract was terminated for default. The government also moves to strike all of appellant's proposed findings of fact.

STATEMENT OF FACTS (SOF) FOR PURPOSES OF THE MOTIONS

The Contract

1. On 3 May 2005, the Ministry of Foreign Affairs granted Host Nation Approval (HNA) to the United States for Project No. LJYC 06-4002, Replace Family Housing, United States Air Base, Incirlik, Turkey. Approval was made "in conformity with the Construction Procedures Circular [Circular] published in the Official Gazette dated April 30, 2002." The Circular is an agreement between the United States and Turkey governing construction by the United States within Turkey. (App. supp. R4, tabs 1, 51)

2. HNA approval for the project was granted subject to the following conditions: (a) the construction activities and engineering services had to be assigned to Turkish firms and all types of material had to be procured in Turkey; (b) the construction activities had to be performed in accordance with the Circular; and (c) the construction activities had to be performed under the control and supervision of the Turkish Base Command at the 10th Tanker Base (app. supp. R4, tab 1).

3. On 28 February 2006, the government awarded design/build Contract No. W912GB-06-C-0014 in the amount of \$15,219,014 to M. Erdal Kamisli Ltd. Sti-Erka, one of the joint venture partners (R4, tab 4 at 1-2, tab 5 at 4, 33 of 117). The contract required the demolition of 150 units and the construction of 100 new units including full development of the design documents from 35% to 95% and 100% (R4, tab 4, Statement of Work (SOW) ¶ 1.03). The construction work was to be performed in three phases, consisting of 22, 34, and 44 units respectively. All work was to be completed 540 calendar days after receipt of the CNTP2. (R4, tab 4, Special Technical Requirements (SR), SR-0100, ¶ 2.0.3 at 4 of 107) The contract was modified eight times as of 20 March 2008, increasing the price to \$15,778,778 (R4, tab 4 at Mod. Nos. P00001-P00008).

4. The contract contained the following relevant FAR clauses: FAR 52.233-1, DISPUTES (JUL 2002)—ALTERNATE 1 (DEC 1991); FAR 52.242-17, GOVERNMENT DELAY OF WORK (APR 1984); FAR 52.243-4, CHANGES (AUG 1987); FAR 52.249-10, DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) (R4, tab 4 at 43-45, 46-47, 62-63 of 89). The contract also contained the following clause:

1.9 ORAL MODIFICATION

No oral statement of any person other than the Contracting Officer or Administrative Contracting Officer as provided in the clause in this Contract entitled FAR 52.243-4 "Changes" (AUG 1987), shall in any manner or degree modify or otherwise affect the terms of this Contract.

Any action the contractor may take in response to the direction of any other person, including the Contracting Officer's Representative, whether in the employ of the government or installation, is made solely at the contractors risk. Any costs or delays associated with any change and/or resulting delay will be borne solely by the contractor.

(R4, tab 4, specification § 01015T at 3 of 14)

5. The contract provided for three notices to proceed. The administrative notice to proceed (ANTP) was to be issued seven calendar days after approval of the bank letter of

guarantee. The material lists were to be submitted 30 days after issuance of the ANTP based on 35% drawings provided by the government. The CNTP1 was to be issued upon approval of the jobsite mobilization plan. The CNTP2 was to be issued upon receipt of HNA approval of the material lists. (R4, tab 4, SR-0100, ¶¶ 2.01-2.03 at 3-4 of 107)

6. The completion of the design was also based on the ANTP. The 95% design was due 75 calendar days after issuance of the ANTP. The 100% final design was due 30 calendar days after approval of the 95% design. (R4, tab 4, SR-0100, ¶ 2.0.1 at 3 of 107; *cf.* R4, tab 4, SOW, ¶ 2.06¹) Since the material lists were not due until 30 days after issuance of the ANTP and the 95% design was not due until 75 days after issuance of the ANTP, the material lists, of necessity, had to be based upon the 35% design.

7. In accordance with the Circular, the contract required the contractor to submit to the contracting officer's representative (COR) a list of all supplies, materials, equipment, and the quantities to be used in the contract:

a. List Number 1 includes numbered items of all imported materials and equipment that will be incorporated into the project. Approval of an item on this list becomes the authority for its duty free importation....

b. List Number 2 includes numbered items of equipment for which temporary importation is requested....

c. List Number 3 includes numbered items of all to [sic] supplies, materials, and equipment to be purchased from sources within the local Turkish economy. The Contractor shall utilize supplies, materials, and equipment available in Turkey through established Turkish suppliers, dealers, and manufacturers....

d. ...[T]he submittal must also include copies of the contract, notarized as official, and copies of the drawings and specifications. Each of these, and the material lists, must be in English and Turkish.... The Government will...provide the Turkish specifications after the contract award.

....

¹ The time periods for design milestones in the Special Technical Requirements and Statement of Work are inconsistent on this record. We need not resolve these inconsistencies for purposes of this decision.

g. Any delays/damages to the Contractor due to material list approval being delayed as the result of erroneous or incorrect information submitted become the sole responsibility of the Contractor.

h. If requested, the COR will assist the Contractor in reviewing the material list prior to transmitting the list to the Government of Turkey. The completeness of the items incorporated into the list is the sole responsibility of the Contractor and the [U.S. government] makes no guarantees as to the approval of such list by the Government of Turkey.

i. When [submitting] either a List 1 and/or List 2 Material List for approval, [the Contractor] is required to provide written justification and certification from [the] Turkish supplier for all items on the list explaining why it is necessary for such importation. Also, the Contractor shall provide a statement from a nationally recognized Turkish trade organization which has knowledge of the item/material and shall certify that the item/material is not available from a Turkish supplier, dealer, or manufacturer. Failure to provide complete justification may result in rejection of the Material List by the Government of Turkey.

(R4, tab 4, SR-01100, Material List (Turkey) – Dec 2005)

Delayed Issuance of the CNTP2

8. The ANTP was issued on 16 March 2006, establishing 15 April 2006 as the date for submission of the material lists (R4, tab 6).

9. The government conducted a pre-design “kick-off” meeting on 15 March 2006 (app. supp. R4, tab 84 at 6).

10. On 31 March 2006, the contracting officer (CO) asked appellant if the name on the contract was correct, to which appellant replied that the correct name was Makyal Ins. Ve. Tic. A.S. & Mehmet Erdal Kamisli Co Ltd (ERKA) (app. supp. R4, tab 86 at 1, 5).

11. On 11 April 2006, appellant submitted a Request for Information (RFI) to Mr. Okan Nalbant, the COR, requesting the following information:

1. Per the meeting we held on 15 March 2006, the Government informed us that we would receive the Turkish

Specifications in the latter part of March, and we still do not have the Turkish Specifications. Would someone please provide current status as to when we will receive these specifications?

2. Also, during the meeting we were advised to remove the 35% identification marking from the design, and submit the documents as 100% design to the TGS. If you will, please provide a written confirmation that the “**Government will assume all liabilities if the TGS approves the design and material list.**” [Emphasis in original]

(App. supp. R4, tab 84 at 6)

12. On 13 April 2006, Mr. Osman N. Ergenekon, the government’s project manager, advised Mr. Nalbant that the Turkish specifications would be available for pick-up at the office of the government’s architect-engineer on 14 April 2006 (R4, tab 84 at 2).

13. On 14 April 2006, appellant asked whether the CO was going to issue a contract modification correcting its name. On 18 April 2006, the CO replied in the affirmative. (App. supp. R4, tab 86 at 7)

14. On 21 April 2006, Mr. Nalbant directed appellant as follows with respect to the identification markings on the 35% concept drawings:

Item 2: Do not change anything on the plans. Leave the plans as is and submit them in the material list as is. They should read whatever they read now. Please proceed with the submittal.

(App. supp. R4, tab 84 at 4)

15. The CO issued Modification No. P00001 correcting appellant’s name on the contract on 3 May 2006 (R4, tab 4).

16. Appellant obtained notarized copies of the contract on 4 May 2006 (app. supp. R4, tab 27 at 35-83, tab 88).

17. On 9 May 2006, appellant received an “expertise report” from the Adana Chamber of Commerce, certifying that all 34 items on list no. 1 (import) were not “manufactured or produced on [a] domestic basis” and that “no registered Distributor exists for these products” in Turkey (app. supp. R4, tab 27 at 85-87).

18. Appellant submitted the material lists to the government on 11 May 2006 (app. supp. R4, tab 27 at 35-87). Following submission of the lists, List no. 1 was apparently annotated by government personnel with the abbreviation "AIT," meaning "available in Turkey" (app. supp. R4, tab 27 at 46-47, 55-57).

19. On 15 May 2006, Mr. Douglas Van Cleave, the government's resident engineer, forwarded the lists via a liaison office to the Turkish General Staff (TGS), the part of the Turkish government responsible for reviewing and approving the material lists, stating, in part, as follows:

Attached material lists were prepared using the corrected concept design which is part of the current design-build contract. The Contractor is finalizing the contract design without any functional changes to the architectural layouts, electrical, mechanical, and civil, and structural systems requirements. [T]he US Government shall provide...the final design documents and, if there is any change to the current submittal, the supplementary material lists [will be submitted] by 15 August 2006.

(App. supp. R4, tab 89)

20. On 17 May 2006, the CO issued the CNTP1 (app. supp. R4, tab 94). For purposes of a revised schedule, Mr. Ergenekon projected that the government would complete submittal of the material lists to the TGS on 22 May 2006 and receive approval of them 90 days later on 21 August 2006. Based on this schedule, he projected that the CNTP2 would be issued on 22 August 2006 (app. supp. R4, tab 93 at 1-2). It is not clear that the revised schedule was distributed to appellant.

21. Citing SR-01100 ¶ i (SOF ¶ 7), Mr. Ergenekon directed Mr. Nalbant to reject the material lists on 18 May 2006:

When the Contractor submits either a List 1 and/or List 2 Material List for approval, he is required to provide written justification and certification from Turkish supplier for all items so listed...explaining why it is necessary for such importation. Also, the Contractor shall provide a statement from a nationally recognized Turkish trade organization which has knowledge of the item/material and shall certify that the item/material is not available from a Turkish supplier, dealer, or manufacturer....

In plain English, it means that the [contractor] must buy the item which is not manufactured in Turkey from a Turkish supplier or dealer. [Our] mission is so critical to maintain the current contract schedule, that we cannot accept any delay in GOT [Government of Turkey] approval process. That is, the list no. 1 **MUST** include only items for which there is no dealer (distributor) in Turkey. [Emphasis in original]

(App. supp. R4, tab 90)

22. Upon receiving Mr. Ergenekon's e-mail, Mr. Nalbant directed appellant to remove all 34 items on list no. 1 (import) and place them on list no. 3 (local):

[T]he items indicated on Material List [no. 1] can be supplied through suppliers in Turkey based on our research. Therefore, all items currently shown on List 1 should be put on List 3.... Please revise the material list...and resubmit it later today.

(App. supp. R4, tab 27 at 89)

23. The material lists were submitted to the government on 18 May 2006 and forwarded to the TGS on or about 7 June 2006 (app. supp. R4, tab 27 at 97-146, 149).

24. The 95% design review meeting was held on 14-15 June 2006 (app. supp. R4, tabs 95 at 1, 6).

25. On 10 July 2006, the Turkish Ministry of Foreign Affairs asked the government the following questions:

- Are the material and equipment lists of the project valid for the whole project?
- Will there be any supplementary equipment or material included to the lists No. 1, No. 2 and No. 3,
- Which kind of material will be used for the remaining 65 percent of the project?
- Will there be another contract for the remaining part of the project?

(App. supp. R4, tab 27 at 149)

26. Appellant submitted the 100% final design on 19 July 2006, four days after the deadline established by the contract counting 30 days from the 14-15 June 2006 meeting

(R4, tab 4 at 3 of 107). The 100% final review meeting was held on 8-10 August 2006 (app. supp. R4, tab 95 at 9).

27. On 15 September 2006, the TGS rejected the material lists because they were not based on the 100% design, stating as follows:

- Revision of the whole project should be completed,
- The materials which will be used in the whole project should be determined completely and the final material lists should be sent,
- Certified copies of the project which would comprise the project as a whole should be sent.

(App. supp. R4, tab 91)

28. The second final 100% design review meeting was held on 3-4 October 2006 (app. supp. R4, tab 95 at 16). At or about this time, the government allegedly made a number of changes to the design, including changes to the architectural, mechanical, electrical, communications conduits, civil, and landscaping drawings, purportedly resulting in several hundred thousand dollars in additional costs (app. supp. R4, tabs 35, 95). We were unable to discern the impact these changes had on the schedule from the record before us.

29. Appellant submitted the final 100% corrected design on 6 November 2006 (app. supp. R4, tab 49 at 6).

30. On 8 November 2006, Mr. Nalbant² directed appellant to--

[P]repare and submit...the following for TGS approval on the dates and locations indicated:

On **13 November 2006 Monday by noon** submit the final material list for review and approval followed up by a possible revision of the list....

This final material list submittal will reflect the corrected final design that is currently being distributed by the contractor. Please note that meeting the above suspense dates are crucial

² Mr. Nalbant became the administrative contracting officer (ACO) for the contract on 13 June 2006 (app. supp. R4, tab 2).

for a successful submittal and timely approval by the [TGS] of the lists. [Emphasis in original]

(App. supp. R4, tab 96)

31. Appellant resubmitted the material lists to Mr. Nalbant on 13 November 2006, moving all the items on list no. 1 (import) to list no. 3 (local). Appellant added “or equal” to most of the items on the lists (app. supp. R4, tab 27 at 151-202).

32. On 16 November 2006, Mr. Nalbant rejected the lists, stating--

The list shall reflect the original contract. You are not allowed to add additional names (i.e., item no. M70 has additional brand names added other than what was in the original contract as the “brand name or approved” equal). The material list is not [the] place to prove that another brand is equal to the brand indicated in the contract. Please revert the list back to its originally required brand names per the contract. If you think another brand is equal to what is shown in the contract, that shall be done through your Material/Equipment Submittal process...

You do need to revise the material list immediately. You will be provided additional comments soon.

(App. supp. R4, tab 27 at 204)

33. On 18 November 2006, appellant resubmitted the lists to the government. All the items on list no. 1 (import) had been moved to list no. 3 (local). No items were left in list no. 1. (App. supp. R4, tab 27 at 8, 212-66)

34. The TGS approved the lists on 25 December 2006 (app. supp. R4, tab 27 at 268).

35. The government issued the CNTP2 on 18 January 2007, establishing a construction completion date of 11 July 2008 (R4, tab 7).

The Import Ban

36. On 14 September 2007, representatives of the Turkish Air Force (TAF) and the government inspected the site. As a result of the inspection, appellant reported that the TAF had directed it to stop using imported materials:

During the site inspection, TAF representatives instructed [us] to stop using import materials.... [O]ne truck load Schiedel kitchen hood duct material was not allowed [on] site.... In addition[,] TAF...instructed us to stop the construction works which are being performed different than the final design drawings.... [S]ince import materials are [a] crucial part of the construction activities, almost all [of the] Project [is] adversely affected by this decision. All interfacing construction activities depending on the import materials are stopped. For instance, foundation concrete works cannot proceed without installing imported Wavin brand name sanitary sewer piping under the slab on grade. Import materials such as EMT (Electrical Metal Tubing) need to be embedded into the concrete slabs, masonry walls[,] etc[.] prior to [starting] successor activities.... Many other work items such as utility lines and canopy construction activities cannot progress due to the difference between the HNA [approved] final design and current design. Under these circumstances[,] there is no way...for us to continue construction activities efficiently....

(App. supp. R4, tab 12)

37. On 17 September 2007, the CO asked his staff why the TAF had refused to allow imported items on the site:

What's going on here, what's with the Turkish inspection?
Sounds like a CPT & LT put a stoppage to this? Were not all these items on the approved material list?

(App. supp. R4, tab 99 at 1)

38. On 21 September 2007, Air Pilot Brigadier General M. Yilmaz Erdogan, Commander of the 10th Tanker Base, notified the government as follows:

1. [On 25 December 2006] TGS...approved [the] material lists and technical drawings.... [As you know], the 10th Tanker Base Command is tasked to control the application of the construction in accordance with the project.
2. During the controls made up today, it has been seen that some changes have been made...contrary [to] the approved project....

3. Request all changes to be immediately submitted to TGS for approval, not to start to work on the changes until approval is received, stop the work [on] changes [that are] contrary [to] the project, and not to make any changes...without consulting with us and obtain[ing] approval.

(App. supp. R4, tab 27 at 268)

39. On 16 October 2007, Mr. Nalbant, now the government's Resident Engineer, advised the CO as follows:

The contractor is saying that he was asked to move all import items into list 3.... He makes no reference to the material list requirements [that] any material that could be purchased through a supplier/distributor in Turkey...be put on List 3. If he did not agree at the time that there was any supplier/distributor for any of the materials he should be have come back to tell us that there was [no] supplier/distributor for an item and that he would have needed to import the item himself. He did not object to the Government comments that said that the items in list 1 [had a] supplier/distributor in Turkey.

Per the contract it is the contractor's responsibility to ensure that the list is prepared and submitted correctly. We only do a courtesy [sic] review of his list upon his request....

(App. supp. R4, tab 99 at 3)

40. On 6 November 2007, the TGS advised the United States that "[t]he relevant Turkish authorities have recently found out that certain construction materials procured for the projects "LJYC 06 4002", "LJYC 06 1077", "LJYC 05 1044" and "LJYC [illegible] 1057"...were not in compliance with the...Circular." The TGS provided a list of 32 noncompliant items, 34 of which were on appellant's original list no. 1. (App. supp. R4, tab 100)

41. On 20 November 2007, Mr. Ergenekon advised the CO as follows:

The FAR clause for time extension modification at no cost...is applicable only when neither party is at fault. I do not think we can admit that the Government had no fault but false interpretation of the Material List Clause. The Contractor submitted the material list package with several items in the List #1 (import material list) as per the final specifications.

After [our] review of the Contractor's submittal package, we directed the Contractor to remove all the items from List #1 and to place them in the List #3 (local material list), stating that all the specified import material was readily available through the local representatives/supplies of foreign made material. We did this many times in the past contracts. Our past experience with the previous Turkey contracts taught us that the material lists which include no item in List #1 were approved 4-6 months faster than the submittals with items in List #1.

(App. supp. R4, tab 99 at 4)

42. On 31 January 2008, the TGS approved the material lists as follows:

The relevant Turkish authorities decided to authorize the use of construction materials that were already procured in Turkey by the U.S. for the ongoing construction projects without prejudice to the provisions of the Construction Circular of 2002. This authorization, therefore must be regarded as an exception and shall not constitute a precedent for procurement of construction materials for future projects to which the provisions of the said Circular be applied.

(App. supp. R4, tab 23)

Claim and Appeal

43. On 8 July 2008, appellant filed a certified CDA claim requesting an equitable adjustment of \$3,950,309 and a 136-day extension of the contract completion date. The claim sought delay damages for a 135-day delay to issuance of the CNTP2 and a subsequent 136-day delay to contract completion due to the import ban as well as costs arising from changes to the material lists. (R4, tab 27 at 1, 14-16)

44. On 15 July 2009, appellant provided additional support for the claim to the CO. Based on a time impact analysis, appellant adjusted the number of days of delay to issuance of the CNTP2 from 135 to 144 and the number of days of delay to contract completion due to the import ban from 136 to 106. (App. supp. R4, tab 49 at 27, tab 50)

45. The CO did not issue a final decision on the claim.

46. On 2 October 2009, appellant appealed the deemed denial of its claim to this Board, where it was docketed as ASBCA No. 56956.

DECISION

The government moves for summary judgment alleging (1) that it issued the CNTP2 within a reasonable time; and (2) that the United States is not liable, as a matter of law, for delays caused by third parties. Appellant opposes the motion and cross-moves for summary judgment, alleging that the government caused a 144-day delay to the issuance of the CNTP2 by (1) incorrectly awarding the contract to only one of the joint venture partners; (2) improperly scheduling the work so that the material lists were submitted before the 100% design was completed; and (3) making last minute additions to the design and releasing design review comments late. Appellant also alleges that the government caused the so-called “import ban” by improperly directing and interfering with the preparation of the material lists, causing an additional 106 days of delay.³ In reply to appellant’s opposition and cross-motion, the government moves to strike all of appellant’s factual assertions.

The fact that both parties have moved for summary judgment does not mean that we must grant judgment as a matter of law for one side or the other. Judgment in favor of either side is not proper if disputes remain as to material facts. *Mingus Constructors, Inc. v. United States*, 812 F.2d 1387, 1391 (Fed. Cir. 1987). All reasonable inferences must be drawn against the party whose motion is under consideration. *Mingus*, 812 F.2d at 1391. In deciding cross-motions for summary judgment, our task is not to evaluate or weigh competing evidence but to determine whether there are triable issues of disputed material fact. *Lockheed Martin NESS-Akron*, ASBCA No. 54193, 04-2 BCA ¶ 32,728 at 161,896.

The Government’s Motion To Strike

The government moves to strike all 21 pages of the appellant’s proposed factual assertions on the grounds that they are “1) disputed material facts and 2) irrelevant to a Motion for Summary Judgment which must be decided as a matter of law.” The government’s motion is ill-founded. In asserting or defending against a motion for summary judgment, FED. R. CIV. P. 56(c)(1) requires that the parties cite to “particular parts of materials in the record.” That is precisely what appellant did. With respect to the government’s second point, we have carefully reviewed appellant’s proposed factual assertions and find them relevant to the motions before us. The government’s motion to strike is denied.

Issuance of the CNTP2

Delay causation is a question of fact. *Kolin Construction, Tourism, Industry and Trading Co.*, ASBCA Nos. 56941, 57066, 11-1 BCA ¶ 34,670 at 170,797, *modified on other grounds*, 11-1 BCA ¶ 34,721; *International Fidelity Insurance Co.*, ASBCA

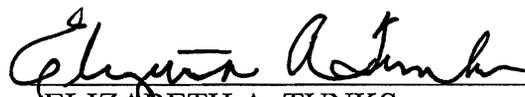
³ Appellant states it would accept a delay period of 102 days (app. opp’n at 44).

other grounds, 11-1 BCA ¶ 34,721; *International Fidelity Insurance Co.*, ASBCA No. 44256, 98-1 BCA ¶ 29,564 at 146,551. Based upon the record before us, we conclude that there are genuine, disputed issues of material fact with respect to the issuance of the CNTP2. Accordingly, the parties' cross-motions relating to this issue must be denied.

Liability for Acts of Third Parties

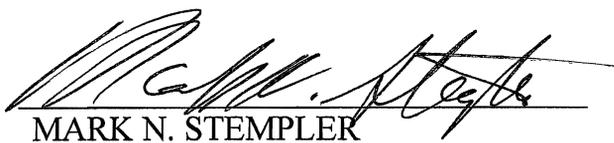
Citing *Oman-Fishbach International v. Pirie*, 276 F.3d 1380, 1385 (Fed. Cir. 2002), the government argues that it is entitled to summary judgment because the United States is not liable for the acts of third parties as a matter of law. *Oman-Fishbach* is not applicable. In *Oman-Fishbach*, the contractor did not claim that the government caused the delays. Here, appellant claims that the United States caused the delays by directing and interfering with the preparation of the material lists resulting in the import ban. *Kolin Construction*, 11-1 BCA ¶ 34,670 at 170,797. The parties' motions as to these issues are denied due to disputed issues of material facts.

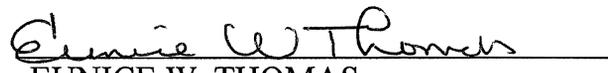
Dated: 28 December 2011


ELIZABETH A. TUNKS
Administrative Judge
Armed Services Board
of Contract Appeals

I concur

I concur


MARK N. STEMPLER
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 No. 56956, Appeal of Joint Venture Makyal Ins. Ve Tic. A.S. & Mehmet Erdal Kamisli Co. Ltd., rendered in conformance with the Board's Charter.

Dated:

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