

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeals of -	)	
	)	
Relyant Global LLC	)	ASBCA Nos. 64230, 64032, 64111
	)	64231, 64517
	)	
Under Contract No. W912GB-21-D-0020	)	
Task Order No. W912GB-21-F-0244	)	

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OPINION BY ADMINISTRATIVE JUDGE MCILMAIL UPON
GOVERNMENT'S PARTIAL MOTION TO DISMISS APPEAL NO. 64231

On July 7, 2025, appellant, Relyant Global LLC, appealed from a May 27, 2025 contracting officer's final decision denying an October 11, 2024 claim for €7,351,056.66 arising from a contract for construction services at an air base in Romania.¹ The government moves for partial dismissal of the appeal, requesting that we (1) dismiss Relyant's acceleration claim for lack of jurisdiction because, the government says, Relyant has not presented that claim to the contracting officer, and (2) dismiss Relyant's delay claim for failure to state a claim upon which relief may be granted, because, the government says, Relyant does not state a sum certain for that claim.²

Acceleration:

In its August 13, 2025 complaint, Relyant presents a claim for acceleration costs.³ For the Board to possess jurisdiction to entertain a claim, the claim must first be presented to the contracting officer. *CDM Constructors, Inc.*, ASBCA No. 59524,

¹ R4, tabs 1, 2.

² Gov't reply at 3-5.

³ Compl. ¶ 43.

15-1 BCA ¶ 36,097 at 176,238. Relyant admits that it has not presented to the contracting officer any claim for acceleration costs.⁴ The claim for acceleration costs is dismissed for lack of jurisdiction, without prejudice. *UCI Servs. Grp., Inc.*, ASBCA No. 60792, 17-1 BCA ¶ 36,745 at 179,106.

Delay Costs:

The government admits that Relyant “has identified language in its Claim that identifies a start date, end date and total duration of delay,” but says that Relyant “has not met the sum certain requirement for its delay sub-claim.”⁵ We take that to mean that Relyant has not stated a monetary sum certain for its delay claim. A contractor seeking monetary relief must include, in its claim to the contracting officer, a sum certain indicating for each distinct claim the specific amount sought as relief; a claim that does not state a sum certain has not sufficiently pleaded the elements of a claim and may be denied by the Board for failure to state a claim upon which relief can be granted. *ECC Int’l Constructors, LLC v. Sec’y of the Army*, 79 F.4th 1364, 1380 (Fed. Cir. 2023).

Relyant did not identify a monetary sum certain for its delay claim in its claim to the contracting officer,⁶ and does not do so even in its response to the government’s motion to dismiss. Relyant admits that its delay claim represents only part of the total monetary amount requested of the contracting officer.⁷ It identifies (from an attachment to its claim to the contracting officer) monetary sums of various project costs that it says it incurred, but the attachment does not identify any of these amounts as delay costs.⁸ Relyant does not even state in its brief the amount of its delay claim, much less demonstrate how the contracting officer could have easily calculated such a sum certain. *See CDM Constructors*, 15-1 BCA ¶ 36,097 at 176,239 (“By failing either to specify, expressly, that \$972,476 was the claim amount, or to provide the contracting officer with easily-understood information from which that amount could be arrived at through a simple calculation, CDM failed to state a sum certain.”). And because Relyant is seeking delay costs,⁹ this is not an appeal in which a contractor is requesting delay days as purely non-monetary relief, in order, for example, to defend against a default termination, as in *J.A.M. Constr. Servs., Inc.*, ASBCA Nos. 63378 *et al.*, 26-1 BCA ¶ 39,066 at 190,305. The delay claim is dismissed for failure to state a claim upon which relief can be granted, without prejudice *Mindseeker, Inc.*, ASBCA No. 63197, 24-1 BCA ¶ 38,666 at 187,961.

⁴ App. resp. at 5.

⁵ Gov’t reply at 3.

⁶ R4, tab 90.

⁷ App. resp. at 1.

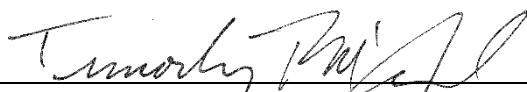
⁸ App. resp. at 4.

⁹ Compl. ¶ 43. Indeed, Relyant appeals from the termination of the contract in ASBCA No. 64111.

Motion to Strike:

The government also requests that we strike from Relyant's complaint the allegations that are related to the delay and acceleration claims.¹⁰ That request is denied; the government does not even address the standards for a motion to strike, such as those set forth in Federal Rule of Civil Procedure 12(f). *See ASCT Grp., Inc.*, ASBCA No. 61955, 20-1 BCA ¶ 37,540 at 182,289 (motions to strike are "generally disfavored"); *Blake v. Batmasian*, 318 F.R.D. 698, 700 (S.D. Fla. 2017) ("Granting a motion to strike is a drastic remedy and is disfavored by the courts."); *cf. DSME Constr. Co.*, ASBCA No. 63878, 2026 WL 933436, slip op. at 3 (Mar. 13, 2026) (denying request to dismiss appeal where appellant provided fictitious citations in its briefs, noting that "[t]he government fails even to address whether appellant's behavior is the kind of contumacious or contemptuous conduct sufficient to justify the drastic sanction of dismissal.").

Dated: July 29, 2026



TIMOTHY P. MCILMAIL
Administrative Judge
Armed Services Board
of Contract Appeals

I concur



J. REID PROUTY
Administrative Judge
Acting Chairman
Armed Services Board
of Contract Appeals

I concur



MICHAEL N. O'CONNELL
Administrative Judge
Vice Chairman
Armed Services Board
of Contract Appeals

¹⁰ Gov't mot. at 9.

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. 64230, 64032, 64111, 64231, 64517, Appeals of Relyant Global LLC, rendered in conformance with the Board's Charter.

Dated: July 30, 2026



PAULLA K. GATES-LEWIS
Recorder, Armed Services
Board of Contract Appeals