

## CLIENT ALERT

### Clear as Day: ASBCA Finds No Ambiguity in Contract

Nov.15.2017

In *Appeal of Family Entertainment Services*, the Board denied a contractor's claim that the government improperly reduced the amount that it paid under a military base maintenance contract. The contractor claimed, in part, that the parties' contract was ambiguous as to the definition of the word "days" during the period of performance (PoP), and argued that the Board should read the term "days" to mean "work days" rather than "calendar days." The Board rejected the contractor's argument, noting that the contract incorporated FAR 52.212-4, which incorporates the FAR 2.101 definition defining "day" as "unless otherwise specified, a calendar day." The Board cited long-standing Federal Circuit precedent that a differing opinion of contract terms alone does not give rise to an ambiguity, a reminder to contractors to carefully scrutinize the performance requirements in their contracts, including the PoP and any terms defined by the FAR. For more information, please contact the professional(s) listed below, or your regular Crowell & Moring contact.

**Stephen J. McBrady**

Partner – Washington, D.C.

Phone: +1 202.624.2547

Email: [smcbrady@crowell.com](mailto:smcbrady@crowell.com)

**Skye Mathieson**

Counsel – Washington, D.C.

Phone: +1 202.624.2606

Email: [smathieson@crowell.com](mailto:smathieson@crowell.com)