



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: October 27, 2008

CBCA 1005

BIRD CONSTRUCTION (USA), INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Michael D. Strong of Lathrop & Gage, L.C., Kansas City, MO, counsel for Appellant.

Robert M. Notigan, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **GILMORE**, and **BORWICK**.

GILMORE, Board Judge.

On or about June 9, 2002, a contract was awarded to Bird Construction (USA), Inc. (Bird) by the General Services Administration (GSA) for the construction of a new United States Border Station International Bridge Plaza in Sault Sainte Marie, Michigan. On September 25, 2007, the GSA contracting officer rejected Bird's request for reimbursement of costs stemming from changes to the canopy work performed by its subcontractor, Birdair, Inc. On December 20, 2007, an appeal was filed with the Board under the Contract Disputes Act of 1978, 41 U.S.C.A. §§ 601-613 (West Supp. 2008).

Bird and GSA have now filed a joint motion for a stipulated judgment. The parties request that judgment in the amount of \$60,000, inclusive of all interest, be entered in favor of appellant, Bird. The parties stipulated that they shall not seek review or reconsideration of the judgment. With respect to the decision, the parties waive their rights to reconsideration, to relief from judgment, and to appeal the decision.

Decision

The appeal is **GRANTED IN PART**. The Board awards the sum of \$60,000, inclusive of all interest, to Bird Construction (USA), Inc. Payment shall be made from the permanent indefinite judgment fund. 31 U.S.C. § 1304 (2000).

BERYL S. GILMORE
Board Judge

We concur:

STEPHEN M. DANIELS
Board Judge

ANTHONY S. BORWICK
Board Judge