



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: February 2, 2009

CBCA 1326

P.J. DICK, INCORPORATED,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Robert K. Cox of Watt, Tieder, Hoffar & Fitzgerald, L.L.P., McLean, VA, counsel for Appellant.

Timothy C. Tozer, Office of Regional Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **SOMERS**, **BORWICK**, and **GOODMAN**.

GOODMAN, Board Judge.

Appellant, P.J. Dick, Incorporated, was awarded a firm, fixed price contract by the General Services Administration (GSA or respondent) to construct a facility for the National Oceanic & Atmospheric Administration's National Environmental Satellite Data and Information Services in Suitland, Maryland. On June 10, 2008, appellant filed a claim alleging that it incurred additional costs in the amount of \$149,570. Respondent's contracting officer did not issue a decision with regard to the claim, and appellant filed an

appeal of a portion of that claim in the amount of \$69,000 as deemed denied on September 2, 2008.¹

On January 28, 2009, the parties filed a joint request for entry of judgment and dismissal of the appeal, which stated:

The parties jointly stipulate that Judgment should be entered in favor of Appellant . . . in the amount of \$65,864.00, inclusive of interest allowable under the Contract Disputes Act, 41 U.S.C. §§ 601, *et seq.*

Pursuant to Rule 31 of the Board's . . . Rules of Procedure, the parties further certify that they shall not seek review or reconsideration of judgment so rendered. With respect to the decision of the Board issued pursuant to this stipulation, the parties waive their rights to reconsideration under Rule 26, rights to relief from judgment under Rule 27, and rights to appeal the decision.

Decision

Accordingly, the appeal is **GRANTED IN PART**. In accordance with the parties' joint stipulation, the Board awards the sum of \$65,864 inclusive of interest in accordance with the Contract Disputes Act, to be paid from the permanent indefinite judgment fund. 31 U.S.C. § 1304 (2000).

ALLAN H. GOODMAN
Board Judge

We concur:

JERI K. SOMERS
Board Judge

ANTHONY S. BORWICK
Board Judge

¹ Appellant stated in its notice of appeal that the remainder of the claim was submitted by appellant to respondent on behalf of a subcontractor and was the subject of another appeal docketed at this Board.