



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DISMISSED FOR LACK OF JURISDICTION: December 16, 2010

CBCA 2059

ROBERT P. NURRE,

Appellant,

v.

DEPARTMENT OF THE INTERIOR,

Respondent.

Robert P. Nurre, pro se, Columbus, WI.

Aaron S. Lax, Office of the Solicitor, Department of the Interior, Washington, DC,
counsel for Respondent.

Before Board Judges **POLLACK**, **SHERIDAN**, and **KULLBERG**.

KULLBERG, Board Judge.

The Government has moved for dismissal in this appeal. Appellant, Mr. Robert P. Nurre, filed this appeal after receiving a bill for collection in the amount of \$2571.32 from the collections and billing section of the Bureau of Land Management (BLM). For the reasons stated below, we dismiss the appeal for lack of jurisdiction.

Facts

On September 17, 2008, appellant made a presentation titled the “Surly Surveyor” for a BLM conference in Shepherdstown, West Virginia. Respondent’s Exhibit G at 8. Before the presentation, appellant and a BLM representative agreed verbally that BLM would pay appellant \$2400 for the presentation. Respondent’s Motion to Dismiss at 1. There was no written contract, and payment was to be made by means of either a credit card or convenience check that was subject to a \$2500 limit. *Id.* There is no dispute that the presentation was delivered.

Reimbursement for appellant’s September 17, 2008, presentation was delayed. Appellant’s Exhibit 1. Appellant invoiced BLM on March 4, 2009, the amount of \$4899, which included his fee of \$2400 plus \$2499 for costs related to delays in payment. Respondent’s Motion to Dismiss at 2. BLM paid appellant \$4899 plus interest, which was received on March 27, 2009. Respondent’s Exhibit E; Appellant’s Response to Respondent’s Motion to Dismiss at 3.

On April 8, 2010, BLM’s Office of Law Enforcement and Security determined that it was contrary to policy for BLM to have paid appellant \$2499 in addition to his \$2400 fee for his September 17, 2008, presentation, and it was recommended that the feasibility of collecting that amount be determined. Respondent’s Exhibit G. BLM’s collection and billing section sent appellant a bill dated May 26, 2010, for collection of \$2571.32, which was the asserted overpayment of \$2499, plus interest in the amount \$72.32.

Appellant filed this appeal after receipt of BLM’s bill for collection. No contracting officer’s decision has been issued that demands payment from appellant.

Discussion

At issue is whether the Board has jurisdiction to hear an appeal in which BLM has made a demand to appellant for payment, but no decision has been issued by a contracting officer with regard to that demand. The Contract Disputes Act of 1978 (CDA), 41 U.S.C. §§ 601-613 (2006), provides the following in pertinent part with regard to claims:

All claims by a contractor against the government relating to a contract shall be in writing and shall be submitted to the contracting officer for a decision. All claims by the government against a contractor relating to a contract shall be the subject of a decision by the contracting officer.

Id. § 605(a). It is well recognized that a board of contract appeals has no jurisdiction to hear an appeal of a claim by the Government against a contractor in the absence of a contracting officer's decision. *See American Geotech, Inc.*, AGBCA 2000-162-1, 01-1 BCA ¶ 31,257, at 154,369; *Coastal Structures, Inc.*, DOT BCA 1787, 88-3 BCA ¶ 20,954, at 105,910; *Danze & Davis Architects, Inc.*, ASBCA 36460, 88-2 BCA ¶ 20,793, at 105,042. There is no contracting officer's decision related to any claim by BLM for an asserted overpayment of \$2499 on appellant's invoice. In light of the fact that there is no appeal from a contracting officer's decision regarding the issue of overpayment, the Board lacks jurisdiction to hear this appeal.

Decision

This appeal is **DISMISSED FOR LACK OF JURISDICTION.**

H. CHUCK KULLBERG
Board Judge

We concur:

HOWARD A. POLLACK
Board Judge

PATRICIA J. SHERIDAN
Board Judge