



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DISMISSED FOR LACK OF JURISDICTION: December 21, 2015

CBCA 4732

MAGWOOD SERVICES, INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Heyward R. Manigault, President of Magwood Services, Inc., Campbell Hall, NY, appearing for Appellant.

Robert Notigan, Jr., Office of Regional Counsel, General Services Administration, Philadelphia, PA, counsel for Respondent.

Before Board Judges **POLLACK**, **DRUMMOND**, and **ZISCHKAU**.

POLLACK, Board Judge.

The Board docketed an appeal filed by Magwood Services (Magwood), a prime contractor on contract GS-03P-10-QM-C-0077 with the General Services Administration (GSA). Appellant seeks relief from a default judgment of \$30,960, rendered against Magwood, by a court of the Commonwealth of Virginia, specifically, the Richmond General District Court. Magwood states the default judgment was rendered as a result of its attorney failing to appear on a trial date. The underlying claim at the court was a lawsuit between Magwood and its subcontractor, Kane Plumbing (Kane), which arose out of work performed on the GSA contract.

GSA terminated its contact with Magwood for the convenience of the Government. Thereafter, the Government and appellant executed a termination settlement agreement in

the amount of \$47,244.28. The agreement included language settling all claims related to the contract. The sum was paid in June 2013.

At some point thereafter, Kane filed suit in Richmond against Magwood seeking relief for costs incurred in performing the GSA contract. That suit was the subject of the default judgment, the judgment having been rendered on the basis that Magwood missed the trial date.

On April 29, 2015, Magwood filed the current appeal at the Board. Magwood asks that the Board overrule the decision of the Richmond court and allow the contractor to present its defense against Kane.

GSA has filed a motion to dismiss the appeal. GSA asserts that there was no claim filed by Magwood and that the matter at issue is between the prime and its subcontractor. GSA notes that Magwood now claims that the settlement agreement with GSA “determined” settlement costs, including \$3472 for Kane. GSA argues that to the extent Magwood attempts to create a nexus with the GSA contract by characterizing GSA actions in the settlement agreement as to create jurisdiction, that must fail. GSA asserts that the settlement agreement allowed Magwood to distribute costs as it wished and further included accord and satisfaction language.

In responding to the Government motion, Magwood acknowledges that the Board does not deal with subcontract issues. It maintains that the contracting officer’s final decision created the subcontract issue. Magwood “asks that the CBCA rule in a way that Magwood can recover the difference in costs from the General Services Administration (GSA) or in a way that Magwood can be released from their judgment to pay Kane \$30,900.”

Discussion

This Board “has jurisdiction” under the Contract Disputes Act “to decide any appeal from a decision of a contracting officer of any [civilian] executive agency . . . relative to a contract made by that agency.” 41 U.S.C. § 7105(e)(1)(B)(2012). A decision pursuant to the Act, must be on a “claim by a contractor against the Federal Government relating to a contract [and] submitted to the contracting officer” or a “claim by the Federal Government against a contractor relating to a contract.” *Id.* § 7103(a)(1), (3). “Contract” refers to a contract with a Federal Government executive agency. *Id.* § 7102.

Magwood has not identified any claim which it has made to the contracting officer, or that GSA has made, under the contract between the two parties. Instead, it has asked the Board to overrule a state court on a matter involving a dispute between two private parties, a contractor and its subcontractor. We have no authority to do this.

Decision

Accordingly, the case is **DISMISSED FOR LACK OF JURISDICTION.**

HOWARD A. POLLACK
Board Judge

We concur:

JEROME M. DRUMMOND
Board Judge

JONATHAN D. ZISCHKAU
Board Judge