



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: November 2, 2007

CBCA 453

P.J. DICK, INCORPORATED,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

John C. Person of Person & Craver LLP, Washington, DC, counsel for Appellant.

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

Before Board Judges **BORWICK**, **DeGRAFF**, 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. Appellant filed a claim alleging that it incurred additional excavation costs in the amount of \$313,770. Respondent's contracting officer issued a decision dated February 6, 2006, from which appellant appealed.¹

¹ This case was docketed at the General Services Administration Board of Contract Appeals (GSBCA) as GSBCA 16880. On January 6, 2007, pursuant to section 847 of the National Defense Authorization Act for Fiscal Year 2006, Pub. L. No. 109-163, the GSBCA

On October 29, 2007, the parties filed a joint request for entry of judgement and dismissal of the appeal, which stated:

The parties jointly stipulate that Judgment should be entered in favor of Appellant . . . in the amount of \$200,000.00, 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 judgement under Rule 27, and rights to appeal the decision.

Accordingly, the appeal is **GRANTED IN PART**. In accordance with the parties' joint stipulation, the Board awards the sum of \$200,000 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:

ANTHONY S. BORWICK
Board Judge

MARTHA H. DEGRAFF
Board Judge

was terminated and its cases, personnel, and other resources were transferred to the newly-established Civilian Board of Contract Appeals (CBCA). This case was docketed by the CBCA as CBCA 453.