



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

MOTION FOR RECONSIDERATION DENIED: March 19, 2026

CBCA 8362

BRITTANI WATTIKER,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Brittani Wattiker, pro se, Dallas, TX.

Anne C. McDermott, Office of General Counsel, General Services Administration, Philadelphia, PA, counsel for Respondent.

Before Board Judges **LESTER**, **KULLBERG**, and **O'ROURKE**.

KULLBERG, Board Judge.

Appellant requests that the Board reconsider its decision dismissing Geoffrey Wattiker (Mr. Wattiker) for lack of standing as an appellant in this appeal. *Geoffrey Wattiker and Brittani Wattiker v. General Services Administration*, CBCA 8362, 26-1 BCA ¶ 38,985. The Board dismissed Mr. Wattiker because he was not a party to the contracts at issue in this appeal and lacked standing. Appellant has raised various objections to the Board's decision. As discussed below, the Board denies appellant's motion for reconsideration.

Appellant argues that "[i]n addition to the fact that the law does not limit standing in this case to a single contractor, it also does not preclude the inclusion of other parties along

with the contractor/filer.” Appellant’s Motion for Reconsideration (Motion) at 3. The Contract Disputes Act (CDA), 41 U.S.C. §§ 7101–7109 (2018), states that “[t]he term ‘contractor’ means a party to a Federal Government contract other than the Federal Government.” *Id.* § 7101(7). “Each claim by a contractor against the Federal Government relating to a contract shall be submitted to the contracting officer for a decision.” *Id.* § 7103(a)(1). “A contractor, within 90 days from the date of receipt of a contracting officer’s decision under section 7103 of this title, may appeal the decision to an agency board.” *Id.* § 7104(a). “[T]he CDA is ‘a statute waiving sovereign immunity, which must be strictly construed.’” *Winter v. FloorPro, Inc.*, 570 F.3d 1367, 1370 (Fed. Cir. 2009) (quoting *Cosmic Construction Co. v. United States*, 697 F.2d 1389, 1390 (Fed. Cir. 1982)). “[T]hose who are not in privity of contract with the government cannot avail themselves of the CDA’s appeal provisions.” *Id.* at 1371 (citing *Fireman’s Fund Insurance Co. v. England*, 313 F.3d 1344, 1350-52 (Fed. Cir. 2002); *Admiralty Construction, Inc. v. Dalton*, 156 F.3d 1217, 1220-21 (Fed. Cir. 1998); *Erickson Air Crane Company of Washington, Inc. v. United States*, 731 F.2d 810, 813 (Fed. Cir. 1984)). Consequently, “only a ‘contractor’ may file an appeal of a contracting officer’s final decision.” *Kristin Allred v. Department of Veterans Affairs*, CBCA 4952, 15-1 BCA ¶ 36,108, at 176,282 (quoting 41 U.S.C. § 7104(a)). Mr. Wattiker was never in privity of contract with the Government, and appellant’s suggestion that the CDA allows Mr. Wattiker to be an appellant is without merit.

In her motion, appellant erroneously argues that Mr. Wattiker is “a Petitioner in this case.” Motion at 4. The Board’s Rules state that “‘Party’ means an appellant, applicant, petitioner, or respondent.” Rule 1(b) (48 CFR 6101.1(b) (2024)). The terms petition and petitioner are defined as follows:

Petition; petitioner. “Petition” means a request that the Board direct a contracting officer to issue a written decision on a claim. A “petitioner” is a party submitting a petition.

Id. Appellant misapplies the Board’s Rules to the facts of this appeal. The Board docketed this case as an appeal and not a petition. Appellant and Mr. Wattiker filed a notice of appeal with the Board on February 26, 2025, which appealed the “deemed decision of [the] Sales Contracting Officer . . . who has failed to issue a decision regarding their formal demand letter dated December 11, 2024.” The Board’s February 27, 2025, order directed the contracting officer to issue a decision, and the contracting officer issued a final decision (COFD), which was dated March 6, 2025. Appeal File, Exhibit 1. The COFD was addressed only to appellant, the contractor for all three contracts and did not include Mr. Wattiker.

Even if this case had been filed as a petition, Mr. Wattiker could not have been a petitioner. The CDA states that “[a] contractor may request the tribunal concerned to direct

a contracting officer to issue a decision in a specified period of time.” 41 U.S.C. § 7103(f)(4). The CDA does not provide for any person other than the contractor to make such a request. Also, once a contracting officer issues a COFD on a claim, any pending petition seeking to require issuance of a COFD becomes moot and is dismissed. *See Fluor Enterprises, Inc. v. Department of Homeland Security*, CBCA 6662, 2019 WL 7583125 (Dec. 31, 2019).

Appellant also argues that Mr. Wattiker has a financial interest in the outcome of this appeal and that he should be joined as a party under either Federal Rule of Civil Procedure (FRCP) 19, required joinder, or FRCP 20, permissive joinder. Motion at 4-5. The Board’s Rules provide that the Board “may apply principles of the Federal Rules of Civil Procedure to resolve issues not covered by these rules.” Rule 1(c). One of our predecessor boards, the Veterans Administration Board of Contract Appeals, recognized, however, that “third party practice, be it interpleading, mandatory or permissive joinder, impleading, or intervention is simply not available before a board of contract appeals.” *Power Contracting Co.*, VABCA 7356, 06-1 BCA ¶ 33,134, at 164,203 (2005). “The reason for this is that a board of contract [appeals’] jurisdiction is limited to appeals by ‘contractors,’ the term ‘contractor’ being defined by the CDA.” *Id.* The financial interest of a person other than the contractor in an appeal “do[es] not trump the limited jurisdiction granted to the boards of contract appeals by the CDA.” *Id.* at 164,204. The Board, accordingly, does not need to look to other rules, such as the FRCP, where its jurisdiction under the CDA precludes Mr. Wattiker from being an appellant.

Finally, appellant misrepresents the Board as an “arm” of the Government and argues that it is “estopped” from removing Mr. Wattiker as an appellant by citing a Supreme Court decision that concerned a plea bargain with a prosecutor in a criminal case. Motion at 6 (citing *Santobello v. New York*, 404 U.S. 257, 262 (1971)).¹ The Board’s authority under the CDA is understood as follows:

The legislative history of the Contract Disputes Act reveals that the drafters viewed [a board of contract appeals] as an entity quite distinct from the contracting agency:

The agency boards of contract appeals . . . function as quasi judicial bodies. Their members serve as administrative judges

¹ In *Santobello*, the Court held that “a constant factor is that when a plea rests in any significant degree on a promise or agreement of the prosecutor . . . such promise must be fulfilled.” 404 U.S. at 262.

in an adversary-type proceeding, make findings of fact, and interpret the law In performing this function *they do not act as a representative of the agency*, since the agency is contesting the contractor's entitlement to relief.

Boeing Petroleum Services, Inc. v. Watkins, 935 F.2d 1260, 1261 (Fed. Cir. 1991) (quoting S. Rep. No. 95-1118, at 26 (1978), *as reprinted in* 1978 U.S.C.C.A.N. 5235, 5260). A board of contract appeals “is neither an agency nor the alter ego of agency contracting officers’ . . . and cannot be equated with such officials for purposes of ascertaining the bounds of our jurisdiction.” *Dry Roof Corp.*, ASBCA 29061, 88-3 BCA ¶ 21,096, at 106,504 (quoting *Martin Marietta Corp.*, ASBCA 25828, 84-1 BCA ¶ 17,119, at 85,258). Appellant argues, without support, that the Board’s docketing of this appeal with Mr. Wattiker as one of the appellants amounted to an agreement, which the Board is estopped from denying, but the Board’s jurisdiction is subject to the CDA and cannot be bargained away.

Decision

Appellant’s motion for reconsideration is **DENIED**.

H. Chuck Kullberg
H. CHUCK KULLBERG
Board Judge

We concur:

Harold D. Lester, Jr.
HAROLD D. LESTER, JR.
Board Judge

Kathleen J. O’Rourke
KATHLEEN J. O’ROURKE
Board Judge