



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

MOTION FOR RECONSIDERATION DENIED: December 10, 2007

CBCA 648-R

CORNERS AND EDGES, INC.,

Appellant,

v.

DEPARTMENT OF HEALTH AND HUMAN SERVICES,

Respondent.

John E. Larson, Secretary of Corners and Edges, Inc., Hamilton, MT, appearing for Appellant.

Mogbeyi E. Omatete, Office of the General Counsel, Department of Health and Human Services, Washington, DC, counsel for Respondent.

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

BORWICK, Board Judge.

Appellant seeks reconsideration of the Board's decision in *Corners and Edges, Inc. v. Department of Health and Human Services*, CBCA 648 (Oct.19, 2007). Familiarity with that decision is presumed. For the reasons below, we deny reconsideration.

Background

The appeal concerned appellant's claim for breach of its janitorial services contract of eight months' length with respondent at the Rocky Mountain Laboratories, Hamilton,

Montana. First, appellant maintained that respondent breached the contract by refusing to let appellant work past the contract end date of July 31, 2005. Appellant argued that the term “approximately” in the contract document created an indefinite ending date. Second, appellant claimed that respondent breached the contract by refusing to extend the contract past July 31, 2005, as allegedly orally agreed to by respondent’s project manager.

Respondent submitted a motion for summary relief, arguing that the terms of the contract clearly provided for an eight-month period of performance. As to appellant’s second argument, respondent maintained that the project officer lacked authority to extend the contract, and that any agreement made was not ratified by the contracting officer. *Corners and Edges*, slip op. at 8.

As to appellant’s first argument, the Board granted respondent’s motion for summary relief and denied the appeal. Applying a fundamental rule of contract interpretation, the Board found respondent’s interpretation to be the only reasonable one because that interpretation read the provisions of the contract so as to harmonize all of its terms. Appellant’s attempt to parse out and focus on one term in the contract rendered superfluous other material terms of the contract, i.e. the unqualified language in the contract document specifying an eight-month quantity ordered and the grand total figure stated in the contract. *Corners and Edges*, slip op. at 9. As to appellant’s second argument, based on the undisputed facts, it was clear that the project manager lacked authority to extend the contract, and that the contracting officer expressly refused to ratify the oral extension. *Id.* at 11.

Discussion

The Board’s Rule 26(a) provides:

Grounds. Reconsideration may be granted, a decision or order may be altered or amended, or a new hearing may be granted, for any of the reasons stated in Rule 27(a) and the reasons established by the rules of common law or equity applicable as between private parties in the courts of the United States. Reconsideration or a new hearing may be granted on all or any of the issues. Arguments already made and reinterpretations of old evidence are not sufficient grounds for granting reconsideration, for altering or amending a decision, or for granting a new hearing. Upon granting a motion for a new hearing, the Board will take additional testimony and, if a decision has been issued, either amend its findings of fact and conclusions or law or issue a new decision.

The Board will not grant reconsideration on the basis of arguments already made and reinterpretations of old evidence. *Tidewaters Contractors, Inc. v. Department of Transportation*, CBCA 50-R, 07-2 BCA ¶ 33,618.

Appellant seeks reconsideration principally on the ground that the Board's decision deprived appellant of a hearing to resolve the alleged ambiguity created by the term "approximately" in the contract. Appellant's Motion for Reconsideration at 6-7; Appellant's Supplement to Motion for Reconsideration at 1-2. When a provision in a contract is susceptible to more than one reasonable interpretation, it is ambiguous. *Teg-Paradigm Environmental, Inc. v. United States*, 465 F.3d 1329, 1338 (Fed. Cir. 2006) (citing *Edward R. Marden Corp. v. United States*, 803 F.2d 701, 705 (Fed. Cir.1986)). In such a case, a hearing might be appropriate to resolve the ambiguity. *Acquest Government Holdings, OPP, LLC v. General Services Administration*, CBCA 413, slip op. at 17 (Nov. 7, 2007); *Petula Midrise IV, LLC v. General Services Administration*, GSBCA 16085, 06-2 BCA ¶ 33,386. However in this case, there was only one reasonable interpretation of the contract presented to the Board by respondent's motion for summary relief and appellant's opposition to that motion--that of respondent. In short, the contract unambiguously specified that the respondent was to order eight months of services. Consequently, the grant of summary relief in favor of respondent was warranted. *Steelhead Constructors, Inc.*, ASBCA 55283, 06-2 BCA ¶ 33,388, *reconsideration denied*, 2006 WL 377293 (Dec. 15, 2006). The remainder of appellant's motion consists of re-arguments and interpretation of matters already considered by the Board in its original opinion. Appellant has not shown grounds for reconsideration.

Decision

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

ANTHONY S. BORWICK
Board Judge

We concur:

PATRICIA J. SHERIDAN
Board Judge

H. CHUCK KULLBERG
Board Judge