



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: May 7, 2008

CBCA 959

BALFOUR BEATTY CONSTRUCTION, LLC,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Michael Evan Jaffe, Barbara G. Werther, and Ronan J. McHugh of Thelen Reid Brown Raysman & Steiner LLP, Washington, DC, counsel for Appellant.

Thomas Y. Hawkins, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **SHERIDAN**, and **KULLBERG**.

SHERIDAN, Board Judge.

The appellant, Balfour Beatty Construction, LLC (Balfour Beatty), and the respondent, the General Services Administration (GSA), were parties to a contract to construct the E. Barrett Prettyman Courthouse Annex and Renovation Project, Washington, D.C.

Balfour Beatty submitted a certified claim to the contracting officer on August 24, 2007, in the amount of \$17,872,478. When a final decision was not forthcoming, Balfour Beatty appealed the “deemed denial” of the claim to the Civilian Board of Contract Appeals, where it was docketed on November 5, 2007, as CBCA 959.

On May 1, 2008, the parties filed a joint request for entry of judgment and dismissal of the appeal, which stated:

The parties jointly stipulate that final Judgment should be entered in the subject appeal in favor of Appellant, Balfour Beatty Construction, LLC, in the amount of \$11,900,000, plus interest allowable under the Contract Disputes Act, 41 U.S.C. §§ 601, *et seq.*, to be computed from the date of March 15, 2008.

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 judgment under Rule 27, and rights to appeal the decision.

Decision

Accordingly, the appeal is **GRANTED IN PART**. In accordance with the parties' joint stipulation, the Board awards the appellant the sum of \$11,900,000, plus interest on said amount under the Contract Disputes Act, 41 U.S.C. § 611 (2000), beginning March 15, 2008. Payment is to be made from the permanent indefinite judgment fund, 31 U.S.C. §1304.

PATRICIA J. SHERIDAN
Board Judge

We concur:

STEPHEN M. DANIELS
Board Judge

H. CHUCK KULLBERG
Board Judge