

<b>DRC, INC.,</b>	)	<b>AGBCA No. 2002-131-1</b>
	)	
Appellant	)	
	)	
<b>Representing the Appellant:</b>	)	
	)	
Karl Dix, Jr., Esquire	)	
Stephen I. Lingenfelter, Esquire	)	
Smith, Currie & Hancock	)	
2600 Harris Tower	)	
233 Peachtree Street, N.E.	)	
Atlanta, Georgia 30303-1530	)	
	)	
<b>Representing the Government:</b>	)	
	)	
Jay D. McWhirter, Esquire	)	
Office of the General Counsel	)	
U. S. Department of Agriculture	)	
1718 Peachtree Road, N.W., Suite 576	)	
Atlanta, Georgia 30309-2409	)	

**DECISION OF THE BOARD OF CONTRACT APPEALS**

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April 13, 2004

**Before POLLACK, VERGILIO, and WESTBROOK, Administrative Judges.**

**Opinion by Administrative Judge VERGILIO.**

By letter dated May 24, 2002, DRC, Inc., of Mobile, Alabama (contractor), filed this appeal with the Board, involving a contract, No. 50-4532-0-041, with the U. S. Department of Agriculture, Natural Resources Conservation Service (Government). The contractor was to clear debris from the Trent River in Jones County, North Carolina. After the Government partially terminated the contract for the convenience of the Government, the contractor submitted a cost proposal to recover \$1,219,717.67. The contracting officer issued a decision granting \$453,072.90, and denying the remainder. The contractor here seeks to recover the remainder of the amount in dispute, \$766,644.77. It relies upon theories of contract change and equitable adjustment, breach of contract and cardinal change, and impossibility of performance and/or mutual mistake.

The Board has jurisdiction over this timely-filed appeal pursuant to the Contract Disputes Act (CDA), 41 U.S.C. §§ 601-613, as amended. Following some formal submissions and discovery, the

parties have successfully resolved this dispute. By a submission received at the Board on April 13, 2004, the parties request that the Board enter judgment granting the appeal, with the Government to pay the contractor \$450,000.00, plus interest, with the interest to be paid pursuant to the CDA, 41 U.S.C. § 612, and interest calculated from May 11, 2001, until paid. Each party will bear all other costs and fees. Each party agrees that it will not seek reconsideration, and will not file an appeal, of this decision.

**DECISION**

The Board grants the appeal. The purchaser is to recover \$450,000.00, plus interest, calculated from May 11, 2001, as provided in the agreement. By agreement of the parties, this represents a final decision; neither party will seek reconsideration or appeal the decision.

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**JOSEPH A. VERGILIO**

Administrative Judge

Concurring:

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**HOWARD A. POLLACK**

Administrative Judge

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**ANNE W. WESTBROOK**

Administrative Judge

**Issued at Washington, D.C.**

**April 13, 2004**