

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 12-2233

SCIENTIFIC AND COMMERCIAL SYSTEMS CORPORATION,

Plaintiff - Appellant,

v.

TESSADA ASSOCIATES, INC.,

Defendant - Appellee.

Appeal from the United States District Court for the Eastern District of Virginia, at Alexandria. Claude M. Hilton, Senior District Judge. (1:11-cv-01278-CMH-JFA)

Submitted: September 9, 2013

Decided: October 16, 2013

Before SHEDD, DUNCAN, and KEENAN, Circuit Judges.

Affirmed by unpublished per curiam opinion.

Kenneth A. Martin, THE MARTIN LAW FIRM, PLLC, McLean, Virginia, for Appellant. Jonathan D. Frieden, Leigh M. Winstead, ODIN, FELDMAN & PITTLEMAN, P.C., Reston, Virginia, for Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Scientific and Commercial Systems Corporation ("SCSC") appeals the district court's grant of Tessada Associates, Inc.'s motion for summary judgment.* We affirm.

In April 2009, the federal government awarded Tessada a contract to provide logistical services to the National Aeronautics and Space Administration's Ames Research Center. In June 2009, Tessada entered into a subcontract with SCSC to facilitate work on the government contract. The subcontract consisted of a base period of performance from May 1, 2009, through September 30, 2009, and twenty-two exercisable option periods. Each option extended the period of performance by one month. The parties modified the contract sixteen times, exercising nineteen of the option periods. The final modification extended the period of performance through November 30, 2011. On November 14, 2011, Tessada notified SCSC that it would not extend the subcontract beyond November 30, 2011.

On November 22, 2011, SCSC filed a complaint for breach of contract against Tessada in federal court, alleging that

* SCSC also appeals the magistrate judge's grant of Tessada's motion to strike SCSC's designation of Ronald Walker as a rebuttal expert witness. Because SCSC failed to object to this ruling within fourteen days as required by Federal Rule of Civil Procedure 72(a), SCSC has waived review of this issue. See Solis v. Malkani, 638 F.3d 269, 274 (4th Cir. 2011).

Tessada's termination breached the subcontract because the parties intended and agreed that Tessada would retain SCSC as the subcontractor for as long as the government retained Tessada as the prime contractor. The parties filed cross-motions for summary judgment. The district court granted summary judgment for Tessada, finding that the modified subcontract unambiguously stated that the period of performance was to end on November 30, 2011. Scientific & Commercial Sys. Corp. v. Tessada Assocs., Inc., No. 1:11-cv-1278, 2012 WL 3866497, at *2 (E.D. Va. Aug. 30, 2012). Because the parties did not execute an additional modification to extend the term, the district court held that the subcontract expired on November 30, 2011, and that Tessada had no legal obligation to continue a contractual relationship with SCSC. Id.

We review the district court's grant of summary judgment de novo. Hardwick ex rel. Hardwick v. Heyward, 711 F.3d 426, 433 (4th Cir. 2013). In conducting our review, we view all evidence in the light most favorable to the nonmoving party. Id. We do not weigh the evidence, but rather we only determine whether there is a genuine issue of material fact for trial. Id.

Having reviewed the parties' submissions, the district court's opinion, and the applicable law, we affirm substantially on the reasoning of the district court's order. See Scientific & Commercial Sys. Corp., 2012 WL 3866497. We dispense with oral

argument because the facts and legal contentions are adequately presented in the materials before us and oral argument would not aid the decisional process.

AFFIRMED