



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART AND DISMISSED IN PART: January 21, 2009

CBCA 717

CADDELL CONSTRUCTION COMPANY, INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Arlan D. Lewis of Bradley Arant Rose & White LLP, Birmingham, AL, counsel for Appellant.

Catherine Crow, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **STERN**, **BORWICK**, and **WALTERS**.

WALTERS, Board Judge.

The instant appeal was from a contracting officer's decision regarding a claim submitted by the appellant, Caddell Construction Company, Inc. (Caddell), to respondent, the General Services Administration (GSA), for \$15,009,889, on behalf of itself and its various subcontractors, relating to a contract between the parties under contract no. GS06P02GZC0546 for the renovation of the Edward Zorinsky Federal Building in Omaha, Nebraska (the contract). Subsequent to the Board docketing the appeal, Caddell revised its total overall claim amount downward to \$12,048,984. Of this revised total, Caddell sought, by way of a pass-through claim, the amount of \$2,860,081 on behalf of one of its subcontractors, Faith Technologies, Inc., d/b/a SKC Electric (SKCE).

Pursuant to a settlement agreement, the parties have submitted a joint motion for stipulated partial award and partial dismissal with prejudice, under which they seek a partial award in Caddell's favor for SKCE and for Caddell's markups in connection with the SKCE pass-through claim in the total amount of \$1,241,617.99, inclusive of costs, attorney fees, and interest, to be paid from the permanent indefinite judgment fund, 31 U.S.C. § 1304 (2000), and a partial dismissal with prejudice of the remainder of the SKCE pass-through claim, including related Caddell markups. The joint motion states, pursuant to the Board's Rules of Procedure, that neither party will seek reconsideration of or relief from the Board's decision or appeal the Board's decision related to the motion. *See* Rule 25(b) (to be codified at 48 CFR 6101.25(b)).

Decision

Accordingly, the appeal is **GRANTED IN PART**. In accordance with the parties' joint motion, the Board awards Caddell, for SKCE and for its own markups, the sum of \$1,241,617.99 for the SKCE pass-through claim, inclusive of costs, attorney fees, and interest, said sum to be paid from the permanent indefinite judgment fund, 31 U.S.C. § 1304. In accordance with the parties' explicit request, the remainder of the SKCE pass-through claim, including Caddell markups, is hereby **DISMISSED WITH PREJUDICE**.

RICHARD C. WALTERS
Board Judge

We concur:

JAMES L. STERN
Board Judge

ANTHONY S. BORWICK
Board Judge