



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

---

GRANTED IN PART: May 12, 2009

CBCA 1069, 1144

JOE H. SCOTT, SR., LIVING TRUST,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Steven M. Hamburg of Steven M. Hamburg, P.C., Clayton, MO, counsel for Appellant.

James F. H. Scott, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **McCANN**, and **WALTERS**.

**WALTERS**, Board Judge.

These appeals are currently before the Board on joint motion for judgment on a stipulated settlement. In March 2000, appellant, the Joe H. Scott, Sr., Living Trust (Trust), and respondent, the General Services Administration (GSA or Government), entered into a lease under lease contract number GS-04B-40815 for 26,826 rentable square feet of space in a three-story building in Deerfield Beach, Florida, for use by the Department of the Treasury, Internal Revenue Service. In 2005, as a result of Hurricane Wilma, the leased premises within the building encountered water and eventual mold damage. On July 27, 2007, the Trust filed a formal certified claim with the GSA contracting officer for \$730,040.19 for mold remediation, which the Trust claimed had been necessary only because the Government had failed to provide the Trust with timely access to the leased premises so as to avert mold damage. On November 6, 2007, the contracting officer issued

a final decision denying the claim. The decision was appealed to the Board and docketed as CBCA 1144. This docket was consolidated with CBCA 1069, an earlier appeal relating to the denial of another claim.

The parties engaged in alternative dispute resolution (ADR) under the Board's auspices and, as a result, achieved a settlement of the appeals and entered into an ADR settlement agreement and related stipulation of settlement, under which they agreed to a Board award in favor of the Trust in the amount of \$325,000, a "stipulated judgment amount" to be paid from the permanent indefinite judgment fund," 31 U.S.C. § 1304 (2006). The stipulated judgment amount, they agreed, is inclusive of "all costs, direct and indirect, including but not limited to any attorney's fees and expenses associated with CBCA 1069 and 1144." By said stipulation, the parties further agreed that interest on the stipulated judgment amount "shall accrue at the rate specified by Section 12 of the Contract Disputes Act of 1978, 41 U.S.C. Section 611 (2006) [(CDA)], from March 15, 2009, until the date of payment, and such interest shall be paid to the Trust together with the stipulated judgment amount" from the permanent indefinite judgment fund. Finally, by said stipulation, the parties agreed that neither "will seek reconsideration of, or relief from, the Board's decision under Rules 26 and 27, respectively, and neither party will appeal the Board's decision."

#### Decision

These appeals are **GRANTED IN PART**. In accordance with the parties' stipulation of settlement and joint motion, the Board awards appellant the sum of \$325,000 for all claims under the consolidated appeals, together with interest as determined under the CDA, from March 15, 2009, until the date of payment. Payment of said sum and related CDA interest is to be made from the permanent indefinite judgment fund, 31 U.S.C. § 1304.

---

RICHARD C. WALTERS  
Board Judge

We concur:

---

STEPHEN M. DANIELS  
Board Judge

---

R. ANTHONY McCANN  
Board Judge