



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: July 23, 2015

CBCA 4808

BRASFIELD & GORRIE, LLC,

Appellant,

v.

DEPARTMENT OF VETERANS AFFAIRS,

Respondent.

Laurence Schor, Dennis C. Ehlers, and Robert D. Pratt of Asmar, Schor & McKenna, PLLC, Washington, DC; and Axel Bolvig III, Luke D. Martin, and J. Christopher Selman of Bradley Arant Boult & Cummings, LLP, Birmingham, AL, counsel for Appellant.

Stacey North-Willis, Beth Chesney, Benjamin Diliberto, and Charlma Quarles, Office of the General Counsel, Department of Veterans Affairs, Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **HYATT**, and **VERGILIO**.

DANIELS, Board Judge.

The Department of Veterans Affairs (VA) and Brasfield & Gorrie, LLC (B&G) entered into a contract for the construction of a hospital and clinic at the VA's Medical Center in Orlando, Florida. The original contract was in the amount of \$276,773,030.

In the course of construction, B&G submitted many claims to the VA. Among them was claim 7, for damages the contractor and its subcontractors allegedly incurred from January 1 through May 31, 2015, as a result of the VA's allegedly "defective design, failure

to timely select medical equipment, maladministration of the Contract, illegal directive to accelerate performance, improper withholding of earned contract funds, improper assessment of liquidated damages, uncompensated changes and other causes.” This claim is for a thirty-five-day extension of contract time, thirty-five days of compensable time, and associated costs in the amount of \$51,811,040.

The VA contracting officer decided that B&G was entitled to additional contract time and may be entitled to additional compensation, but that the contractor “ha[d] not accurately quantified the days of delay, nor ha[d] it established entitlement for specific time and compensation claimed.” B&G appealed the decision, and the Board docketed the appeal as CBCA 4808.

The parties have now filed a joint motion for stipulated judgment pursuant to Board Rule 25(b) (48 CFR 6101.25(b) (2014)). In this motion, they ask the Board to award to B&G \$41,103,348, plus interest calculated pursuant to the Contract Disputes Act, 41 U.S.C. § 7109 (2012), from May 28, 2015, until the date of payment; and an extension of the contract completion date by thirty-five calendar days.

The parties state that B&G will not seek attorney fees in conjunction with the prosecution of these appeals. The parties state further that they will not seek reconsideration of, or relief from, a Board decision which awards the stipulated amount and extension of contract completion date, and that they will not appeal the decision.

Decision

CBCA 4808 is **GRANTED IN PART**. The Department of Veterans Affairs shall pay to Brasfield & Gorrie, LLC, \$41,103,348, plus interest calculated pursuant to the Contract Disputes Act from May 28, 2015, until the date of payment. This payment may be made from the permanent indefinite judgment fund, 31 U.S.C. § 1304.

The Board also extends the contract completion date, as stipulated by the parties in their joint motion.

STEPHEN M. DANIELS
Board Judge

We concur:

CATHERINE B. HYATT
Board Judge

JOSEPH A. VERGILIO
Board Judge