



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: April 10, 2015

CBCA 2392, 2765

CADDELL CONSTRUCTION CO., INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Agency.

James F. Archibald, III and Jonathan C. Cobb of Bradley Arant Boult Cummings, LLP, Birmingham, AL, counsel for Appellant.

Jay N. Bernstein, Lori Shapiro, Lesley M. Busch, Claire L. O'Donnell, John S. Tobey, and Shana T. Vinson, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **STERN**, **POLLACK**, and **DRUMMOND**.

DRUMMOND, Board Judge.

ORDER

In the above-referenced consolidated appeals, appellant, Caddell Construction Co., Inc. (Caddell) appealed decisions of a contracting officer of respondent, General Services Administration, arising from contract no. GS-07P-05-UEC-3003 (the Contract) for construction of the United States Courthouse in El Paso, Texas.

On March 31, 2015, the parties filed a joint motion for entry of final judgment. The parties request that the Board enter judgment for Caddell in these consolidated appeals in the total sum of \$10,400,000, consisting of \$10,215,519 to be paid from the judgment fund and the balance of \$184,481 to be paid from the remaining contract funds.

In their joint motion, the parties reserve the following:

- (a) Caddell and the GSA reserve all claims, damages and remedies against each other arising from the breach of any of the obligations set forth in the Settlement Agreement.
- (b) GSA reserves all claims, damages and remedies against Caddell for latent defects in the Contract work.
- (c) GSA reserves its rights under any unexpired warranties applicable to the work performed by Caddell under the Contract.

The parties also agree in their joint motion that they will not seek reconsideration of or relief from this Board's decision awarding judgement, and that they will not appeal the Board's decision.

Decision

Accordingly, these appeals are **GRANTED IN PART**. Rule 256 (48 CFR 6101.25(b) (2014)). In accordance with parties' joint stipulation, the Board awards the total of \$10,400,000, with \$10,215,519 to be paid from the permanent indefinite judgment fund, 31 U.S.C. § 1304 (2012) and the balance of \$184,481 to be paid from the remaining contract funds.

JEROME M. DRUMMOND
Board Judge

We concur:

JAMES L. STERN
Board Judge

HOWARD A. POLLACK
Board Judge