



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

MOTION FOR RECONSIDERATION DENIED: June 16, 2015

CBCA 3258-R

COLUMBIA CONSTRUCTION COMPANY,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Reginald M. Jones and Alexa A. Santora of Fox Rothschild LLP, Washington, DC, counsel for Appellant.

James F. H. Scott and Claire O'Donnell, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

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

SHERIDAN, Board Judge.

Respondent seeks reconsideration of the Board's decision in *Columbia Construction Co. v. General Services Administration*, CBCA 3258, 15-1 BCA ¶ 35,856. Familiarity with that decision is presumed. For the reasons below, we deny reconsideration.

Background

This appeal arose when the General Services Administration (GSA) required Columbia Construction Company (Columbia) to install the security system wiring in EMT conduit, instead of allowing its planned method of installation in cable trays under the raised

access flooring system and above the drop ceilings. The Board concluded that, “[c]onsidering the contract as a whole, appellant’s plan to conceal the security cabling in wire trays in the raised flooring system and above the drop ceilings was reasonable. GSA unreasonably stopped appellant’s planned installation of the security cabling and now must pay the increased price for demanding that the security cabling be installed in conduit.” We granted appellant’s claim for \$491,450.81.

In its motion GSA argues that, in making our decision, we failed to focus on the “discordant interplay” of the language in the specification in division 01 (General Requirements), 010900.1.2.A, and the specification in division 28 (Security Systems), 281001.07.L. The language of each is:

010900.1.2.A Where there appear to be overlapping or conflicting requirements in the drawings and specifications, the order of precedence established by the clauses “Specifications and Drawings for Construction” and “Specification and Drawings” of the contract clauses shall govern.^[1]

. . . .

281001.07.L It shall be understood that the specifications and drawings are complementary and are to be taken together for a complete interpretation of the security systems work. Where there are conflicts between the drawings and specifications or within the specifications or drawings themselves, the items of higher standard shall govern.

Discussion

Board Rule 26(a) (48 CFR 6101.26(a) (2014)) provides in pertinent part:

Grounds. Reconsideration may be granted, a decision or order may be altered or amended, or a new hearing may be granted, for any of the reasons stated in Rule 27(a) and the reasons established by the rules of common law or equity applicable as between private parties in the courts of the United States.

¹ Division 01 (General Requirements), 010900.1.2.C provides:

Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be contractor’s regardless or whether or not it is specifically indicated as such.

Reconsideration or a new hearing may be granted on all or any of the issues. Arguments already made and reinterpretations of old evidence are not sufficient grounds for granting reconsideration, for altering or amending a decision, or for granting a new hearing.

Respondent seeks reconsideration, asserting:

The January 20, 2015, decision reflects no consideration of the Security System Order of Precedence established uniquely for security systems. GSA concurs with the Board's observation on page 12 of the January 20, 2015 decision that "[r]easonable meaning must be given to all parts of the agreement so as not to render any portion meaningless" Here, the Board must consider specification 281001.07.L, ascribing meaning to it and concluding that specification 281001.07.L creates a specific order of precedence uniquely applicable to security systems, including supporting cabling, with the general order of precedence referenced in specification 010900.1.2.A applying to other specification divisions.

Respondent's Motion for Reconsideration at 2-3.

Reconsideration is a matter within the discretion of the Board. *Flathead Contractors, LLC v. Department of Agriculture*, CBCA 118-R, 07-2 BCA ¶ 33,688 at 166,770. In exercising our discretion, and in evaluating a request for reconsideration, we must "strike a delicate balance between two countervailing impulses: the desire to preserve the finality of judgments and the incessant command of the [tribunal's] conscience that justice be done in light of *all* the facts." *Advanced Injection Molding, Inc. v. General Services Administration*, GSBCA 16504-R, et al., 05-2 BCA ¶ 33,097, at 164,063, *cited in Flathead Contractors*, 07-2 BCA at 166,770. The Board will not grant reconsideration on the basis of arguments already made and reinterpretations of old evidence. *Tidewater Contractors, Inc. v. Department of Transportation*, CBCA 50-R, 07-2 BCA ¶ 33,618, at 166,501.

Respondent is incorrect; we did consider the two specification sections and included them in our decision. However, in reading the contract as a whole, we concluded that when the contract called for "conduit," the contract allowed the cabling to be enclosed by other coverings so long as those coverings "completely covered" the cabling. These other coverings included the raised flooring and drop ceilings because they "completely covered" the cabling with building materials. In reading the contract as a whole, we did not find the two specifications in issue to create an incongruity.

Decision

Respondent's motion for reconsideration is **DENIED**.

PATRICIA J. SHERIDAN
Board Judge

We concur:

JAMES L. STERN
Board Judge

HOWARD A. POLLACK
Board Judge