



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: October 6, 2016

CBCA 3402, 3490

CADDELL CONSTRUCTION CO., INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

James F. Archibald, III of Bradley Arant Boult Cummings, Birmingham, AL, counsel for Appellant.

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

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

DANIELS, Board Judge.

The General Services Administration (GSA) contracted with Caddell Construction Co., Inc. (Caddell) for construction of the Stanley J. Roszkowski United States Courthouse in Rockford, Illinois. Under this contract, Caddell submitted to the contracting officer two claims with which we are concerned: one in the amount of \$934,155.34 for compliance by subcontractor Lenex Steel Company with a supplemental instruction issued by the project architect, and the other in the amount of \$5,001,544.42 for costs associated with change orders and general conditions for delays, as well as incentive payments for achieving certain milestones and release of liquidated damages held by GSA. The contracting officer denied

the first claim in its entirety and granted the second in part. Caddell appealed both decisions. The appeal of the decision as to the first claim was docketed as CBCA 3402, and the appeal of the decision as to the second was docketed as 3490.

Through mediation conducted by Board Judge Richard C. Walters, the parties have resolved their dispute voluntarily. They have jointly moved the Board to award to Caddell the sum of \$2,500,000, plus interest at the rates prescribed by the Secretary of the Treasury pursuant to the Contract Disputes Act, 41 U.S.C. § 7109 (2012), from May 1, 2016 until the date of payment. The parties state that with certain limited exclusions and reservations which do not pertain to the claims that are the subject of these appeals, “upon entry of the requested final judgment, all disputes, claims, counterclaims and issues will be fully and finally resolved relating to [these appeals] and [this contract].” The parties state further that they will not seek reconsideration of or relief from a decision which makes the agreed-upon award, and they will not appeal the decision.

Decision

The appeals are **GRANTED IN PART**. The Board awards to Caddell Construction Co., Inc. the sum of \$2,500,000, plus interest at the rates prescribed by the Secretary of the Treasury pursuant to the Contract Disputes Act, 41 U.S.C. § 7109, from May 1, 2016 until the date of payment. Rule 25(b) (48 CFR 6101.25(b) (2015)). To the extent that the General Services Administration does not make payment directly to the contractor, payment may be made from the permanent indefinite judgment fund. 41 U.S.C. § 7108(a) (referencing 31 U.S.C. § 1304).

STEPHEN M. DANIELS
Board Judge

We concur:

JOSEPH A. VERGILIO
Board Judge

H. CHUCK KULLBERG
Board Judge