



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: May 6, 2009

CBCA 516, 1233

CADDELL CONSTRUCTION CO. INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

James F. Archibald, III of Bradley Arant Rose & White LLP, Birmingham, AL, counsel for Appellant.

Leonard E. Lucas III, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **BORWICK**, and **POLLACK**.

BORWICK, Board Judge.

These appeals involve construction claims filed by appellant, Caddell Construction Company, arising from its contract with respondent, General Services Administration (GSA), for the renovations to the Frank M. Johnson, Jr. Courthouse in Montgomery, Alabama.

Pursuant to Board Rule 25(b), the parties have submitted a joint settlement stipulation stipulating to the award of \$650,000, inclusive of cost and attorney fees, with the provision that interest on the awarded amount under the Contract Disputes Act, 41 U.S.C. §§ 601-613 (2006), "is to be computed from the [seventy-sixth] day following the date GSA submits its request for payment to the United States Department of [the] Treasury." The parties state

that the parties will not seek reconsideration of, or relief from, the Board's decision and they will not appeal the decision.

The Board adopts the parties' stipulation by decision. Pursuant to Board Rule 25(b), the Board's decision is an adjudication on the merits.

Decision

These appeals are **GRANTED IN PART** in the amount of \$650,000, inclusive of attorney fees and costs plus allowable interest under the Contract Disputes Act to be computed from the seventy-sixth day following the date GSA submits its request for payment to the Department of the Treasury. Payment is to be made in accordance with 31 U.S.C. § 1304.

ANTHONY S. BORWICK
Board Judge

We concur:

STEPHEN M. DANIELS
Board Judge

HOWARD A. POLLACK
Board Judge