



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: September 8, 2011

CBCA 1962

EDLIN COMPANY INC. and J&B CONSTRUCTION SERVICES,

Appellant,

v.

DEPARTMENT OF VETERANS AFFAIRS,

Respondent.

Randolph Frails and Edwin A. Wilson of Frails & Wilson, Augusta, GA, counsel for Appellant.

Harold W. Askins III, Office of Regional Counsel, Department of Veterans Affairs, Decatur, GA; and Natica C. Neely, Office of Regional Counsel, Department of Veterans Affairs, Jackson, MS, counsel for Respondent.

Before Board Judges **HYATT**, **SHERIDAN**, and **DRUMMOND**.

SHERIDAN, Board Judge.

The appellant, Edlin Company Inc. and J & B Construction Services (Edlin), and the respondent, the Department of Veterans Affairs (VA), were parties to a contract to renovate a wing at the VA Medical Center in Columbia, South Carolina.

Edlin submitted a certified claim to the contracting officer on September 21, 2009, seeking \$418,373 for 526 days of government caused delay. After the contracting officer's final decision denied the claim, Edlin appealed the decision to the Civilian Board of Contract Appeals, where it was docketed on April 1, 2010, as CBCA 1962.

On September 2, 2011, the parties filed a joint request for entry of judgment and appeal which, in pertinent part, stated:

3. [T]he parties jointly move the Board for Judgment in favor of [Edlin] in the amount of \$48,000, to be paid from the permanent indefinite judgment fund, 31 U.S.C. § 1304 (2006).
4. Additionally, Contract Disputes Act (CDA) interest on said Judgment amount will begin to accrue thirty (30) days after the Judgment is entered, if payment thereof has not been made to Edlin by that date. Said CDA interest shall continue to accrue until payment of the Judgment amount has been made and shall be payable to Edlin along with payment of said Judgment amount.
5. Edlin waives any further right it may have to claim for recovery of interest other than that provided for in paragraph 4 above or of any attorney's fees and expenses it may have incurred in conjunction with the appeal.
6. The Stipulation of Settlement provides that neither party will seek reconsideration of, or relief from, the Board's decision under Rules 26 and 27, respectively, and neither party will appeal the Board's decision.

Decision

Accordingly, the appeal is **GRANTED IN PART**. In accordance with the parties' joint stipulation, the Board awards the appellant the sum of \$48,000, plus interest on said amount under the Contract Disputes Act, 41 U.S.C. §7109 (West Supp. 2011), beginning October 7, 2011. Payment is to be made from the permanent indefinite judgment fund, 31 U.S.C. §1304.

PATRICIA J. SHERIDAN
Board Judge

We concur:

JEROME M. DRUMMOND
Board Judge

CATHERINE B. HYATT
Board Judge