



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: June 8, 2010

CBCA 1460

WALSH/DAVIS JOINT VENTURE,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Barbara G. Werther of Howrey LLP, Washington, DC; and J. Richard Margulies of J. Richard Margulies & Associates, Ltd., Rockville, MD, counsel for Appellant.

Dalton F. Phillips, Leigh Erin S. Izzo, and Heather R. Cameron, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **STERN**, and **HYATT**.

DANIELS, Board Judge.

The General Services Administration (GSA) contracted with Walsh/Davis Joint Venture (Walsh/Davis) for the construction of a building in Washington, D.C., to serve as the headquarters of the Department of Justice's Bureau of Alcohol, Tobacco, Firearms and Explosives. Walsh/Davis submitted to the GSA contracting officer numerous claims relating to this work. The contracting officer denied the claims in a 123-page decision. Walsh/Davis appealed.

The parties have resolved various matters at issue in the case and have asked us to make stipulated awards to Walsh/Davis, on a subject matter by subject matter basis. We

issued decisions on motions for stipulated award as to most of the direct cost claims on June 3, 2009 (later amended, per the parties' joint requests, on July 17, 2009, and September 8, 2009), and on claims numbered 179 through 197 and the "Ned Kahn Deduction" on December 15, 2009.

By motion filed on June 7, 2010, the parties have asked us to make a stipulated award to Walsh/Davis as to certain delay and inefficiency claims involving Walsh/Davis and its subcontractors Archer Western, Inc.; Cleveland, Inc.; John J. Kirlin, Inc. and its subcontractor, Superior Air Handling Corporation; James Myers Company; and Global Precast, Inc. In this motion, the parties ask that we enter judgment for Walsh/Davis in the amount of \$1,434,544, plus, if that amount has not been paid by July 15, 2010, interest on the amount from July 15, 2010, until the amount and all accrued interest are paid. The judgment amount includes costs, attorney fees, and interest up to and including July 15, 2010. The parties have stated that neither of them will seek reconsideration of or relief from a decision which directs payment from the permanent indefinite judgment fund in the specified amount, and neither of them will appeal such a decision.

Decision

This appeal is **GRANTED IN PART**. As to the specified delay and inefficiency claims involving Walsh/Davis and its subcontractors Archer Western, Inc.; Cleveland, Inc.; John J. Kirlin, Inc. and its subcontractor, Superior Air Handling Corporation; James Myers Company; and Global Precast, Inc., GSA shall pay to Walsh/Davis \$1,434,544. If this amount is not paid by July 15, 2010, interest shall accrue on the unpaid portion from that date until the principal and all accrued interest are paid. Interest shall be at the rates specified pursuant to 41 U.S.C. § 611 (2006). Payment shall be made from the permanent indefinite judgment fund. 31 U.S.C. § 1304.

STEPHEN M. DANIELS
Board Judge

We concur:

JAMES L. STERN
Board Judge

CATHERINE B. HYATT
Board Judge