UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DENIED: September 23, 2026

CBCA 8825

THE GILCHRIST LAW FIRM, P.A.,

Appellant,

v.

DEPARTMENT OF AGRICULTURE,

Respondent.

Jacquin P. Gilchrist of The Gilchrist Law Firm, P.A., Charlotte, NC; and Michelle M. Weiner of The Gilchrist Law Firm, P.A., Coral Gables, FL, counsel for Appellant.

Adam Humphries, Office of the General Counsel, Department of Agriculture, Washington, DC, counsel for Respondent.

BEARDSLEY, Board Judge.

Appellant, the Gilchrist Law Firm, P.A. (GLF), claims increased administrative and restart costs incurred as a result of the United States Department of Agriculture's (USDA) order to stop work due to a lapse in USDA's appropriations. We deny the appeal.

GLF elected for this appeal to be decided under the small claims procedure identified in Rule 52(a) of the Board's Rules. 48 CFR 6101.52(a) (published in eCFR). The Board's decision will be issued by a single judge and "is final and conclusive and may not be set aside except in cases of fraud." 41 U.S.C. § 7106(b)(4) (2024). It has "no value as precedent for future cases." *Id.* § 7106(b)(5).

Background

On August 26, 2025, USDA awarded GLF a firm-fixed-price contract for the performance of title and legal services. Appeal File, Exhibits 2, 3, 7-21.[1] The contract incorporated Federal Acquisition Regulation (FAR) 52.242-15–Stop-Work Order (48 CFR 52.242-15 (AUG 1989) (2024)). Exhibit 10 at 11. Due to a lapse in USDA appropriations, the contracting officer directed GLF immediately to stop work on October 1, 2025, until further notice. Exhibit E at 0031. The contracting officer stated:

> [N]o work is to be performed under the contract after midnight, September 30, 2025. You are instructed to refrain from issuing further orders for materials or services related to the portion of the subject contract, to direct any subcontractors to comply with the contents of this letter, and to otherwise minimize costs.
>
> The direction in this letter is in effect until you are notified by the Contracting Officer that work under the contract shall resume. That is not expected to happen until appropriations again become available for this agency. We will notify your firm otherwise if emergency services will be required during the lapse in appropriations.

Id. On November 13, 2025, the contracting officer directed GLF to resume all work under the contract. *Id.* at 0030. GLF claims costs for "administrative and restart activities" that "were necessitated solely by the Government's stop-work directive and would not have been incurred during ordinary contract performance." Complaint ¶ 11.

GLF claims $1381.65 in "unavoidable administrative and attorney time necessary to manage the project responsibly despite the stop-work order." Exhibit B at 0006. This work included "limited administrative tasks necessary to comply with the Government's directive and maintain the contract file" such as "documenting the stop-work order, managing invoice processing affected by the shutdown, monitoring Agency guidance regarding the shutdown, and coordinating internally to ensure contract compliance." Complaint ¶ 9. GLF submitted an invoice itemizing the claimed administrative costs in which it provided a description of the work, the date on which the work was performed, the person who billed for the work, the billing rate for the work, and the number of hours of work recorded in quarter-hour increments. Exhibit B at 0008-09.

---

[1] All exhibits are found in the appeal file. Respondent numbered its exhibits, and appellant used letters to identify its exhibits.

GLF further claims that, after the stop-work order was lifted, it "incurred additional costs to restart performance" in the amount of $880.63. Complaint ¶ 9, 13. GLF, however, did not submit an itemized invoice for the $880.63 in costs claimed for restart work and, instead, submitted a price proposal with a general statement of the work performed. Exhibit D at 0016. In its price proposal, GLF describes the restart work as: "(a) Re-reviewing search package and any prior notes; (b) Re-orienting our team to the facts, parties, and issues in the chain of title; (c) Re-coordinating with the Agency and the title examiner on requirements and exceptions; and (d) Adjusting internal schedules to fit the restarted matter back into our workflow." *Id.*

The contracting officer denied GLF's claim in full because "no work on the contract was to be performed until the government re-opened." Exhibit 1 at 1. On June 4, 2026, the Board held a hearing in this appeal at which GLF called one GLF witness and two government witnesses to testify.

Discussion

I. The Stop-Work Order

Under the stop-work order, GLF was required to take all reasonable steps to "minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage." FAR 52.242-15(a). GLF, however, could recover costs if the stop-work order resulted in an increase in GLF's costs "properly allocable to" the performance of the contract. *Id.* "A cost is *allocable* to a given contract if there is a logical connection between the incurrence of the cost and the performance of the contract." *URS Energy & Construction, Inc. v. Department of Energy*, CBCA 2260, 12-2 BCA ¶ 35,094, at 172,353 (citing *Boeing North American, Inc. v. Roche*, 298 F.3d 1274, 1281 (Fed. Cir. 2002) (requiring a contractor to show a nexus between the contractor's cost and its government work in order to allocate the cost to a government contract)).

II. Administrative Costs

GLF has failed to demonstrate that the administrative costs claimed resulted from the work stoppage and are allocable to the performance of the contract. GLF describes the claimed costs in its invoice as "prepar[ing] compliance notes for contract file documenting stop-work communication and cost-mitigation steps"; "draft[ing] internal guidance to staff regarding suspension of work"; "logg[ing] outstanding [contract line item number] work; updat[ing] internal matter records"; "email[ing] correspondence with Director of

Government Procurement[2] regarding timing of appropriations"; "[r]eview[ing] government shutdown update from Procurement"; and "internal tracking of shutdown period." Exhibit B at 0008. Mr. Granados, GLF's project manager, associate attorney, and witness, described this administrative work as "suspension management" or "[a]dministrative work"–not done "to mov[e] the contract forward." Hearing Transcript at 26, 33; *see also id.* at 35. Because the contract did not require GLF to perform these internal coordination tasks, and these tasks were not necessary to progress the contract, GLF cannot recover the costs claimed for these internal administrative tasks.

GLF cannot recover costs claimed for administrative work done in anticipation of the end of the stop-work period. GLF claims increased costs for work performed on October 13, 2025, for "internal administrative tracking of halted services" and "maintain[ing] spreadsheet reflecting pending work and associated deadlines." Exhibit B at 0008. When asked about these invoiced costs, Mr. Granados testified that the law firm staff "just reviewed [the tracking spreadsheet] to make sure that we knew what work was required once the contract reopened, what deadlines existed." Hearing Transcript at 22. This administrative work, however, was not work that needed to be done on day thirteen of the forty-three-day stop-work period and was not allocable to the performance of the contract. Similarly, work performed on October 31, 2025, to "[r]eview[] updated shutdown directives; assess[] impact on current title commitments; [and] prepare[] follow-up communication," Exhibit B at 0009, was done because GLF "knew that the shutdown was ending soon." Hearing Transcript at 36; *see also id.* at 32. This work, however, was not work necessary to be completed before work on the contract resumed thirteen days later and cannot be recovered.

GLF claims additional costs for the preparation of an "invoice submission packet; confirmed accuracy of supporting documentation; coordinated with attorney for approval"; "coordinat[ing] with accounting regarding open invoices; verif[ying] entries align[ed] with resubmission requirements"; "updat[ing] status of all pending invoices"; and emailing with "Director of Government Procurement regarding . . . invoice processing." Exhibit B at 0008. Mr. Granados testified that he was required to "sync with Accounting to review these open invoices and ensure that the records were accurate." Hearing Transcript at 24. He testified further that costs for the invoice processing and the invoice accounting work were claimed because "[n]o one was really there to be able to assist us with the issues that normally they would be but for the government shutdown." *Id.* at 25. The work related to the invoice processing was not additional work that GLF was required to do as a result of the stop-work

---

[2] The "Director of Government Procurement" refers not to a government employee but to a GLF employee by the name of "Retired Colonel Spencer Smith." Hearing Transcript at 30.

order. GLF had to process that invoice and sync with accounting whether there was a stop-work order or not. Costs associated with invoice processing cannot be recovered.

III. Restart Costs

GLF has failed to "prove both the fact of damage and the amount of damage [for restart-related costs claimed] to a reasonable certainty." *Crystal Clear Maintenance v. General Services Administration*, CBCA 7547, 25-1 BCA ¶ 38,776, at 188,491. "[C]laimant bears the burden of proving the fact of loss with certainty, as well as the burden of proving the amount of loss with sufficient certainty so that the determination of the amount of damages will be more than mere speculation." *Id.* (quoting *Willems Industries, Inc. v. United States*, 295 F.2d 822, 831 (Ct. Cl. 1961)). Unlike the transaction-specific entries submitted to support the administrative costs claimed, GLF did not itemize the restart-related costs, document the amount of time spent, or describe who performed these restart-related tasks or the rate charged for each task.

Mr. Granados described the restart costs as costs incurred to pick the file back up after the stop-work period ended:

> [W]hen we were allowed to work on the file again, we got to look back at it, we got to look at it again, we got to look at the chain of title, we got to ensure nothing else has been recorded in the meantime. Everybody has to ensure that the file is on their schedule, make sure that we're starting to clear the requirements again, relook at, you know, a requirement is something that needs to be cleared for a commitment to be insured, and so it could be anything from review mortgages, to review deeds, to we need a payoff from the bank, so things like that need to happen. If we didn't have the shutdown, we wouldn't have needed to do all that. We would have just continued on with the file and not had to have looked [at] things twice again and get the contract back on our schedule.

Hearing Transcript at 86. However, Mr. Granados testified that GLF, as of October 31, 2025, "had already done everything we needed to do to prepare for the upcoming closing. At that point, we were about ten business days out. There was not much more else to do except start working on the file." *Id.* at 31. This testimony raises questions as to the legitimacy of the restart work GLF claims it had to do after the stop-work period ended.

Moreover, even though GLF had worked on the preliminary title commitment before the work was stopped, Hearing Transcript at 97-98, Mr. Granados testified that he still needed to fix some issues with the title commitment before submitting it in final form to the

USDA and that he later submitted two commitment updates as required by the contract. *Id*. at 98-100. In other words, GLF had to look at the commitment again, fix some issues, and submit updates, even if there had not been a stop-work period, in order to comply with the terms of the contract. GLF is not entitled to the costs claimed for restart-related work.

Decision

The appeal is **DENIED**.

Erica S. Beardsley
ERICA S. BEARDSLEY
Board Judge