

CLIENT ALERT

CDA Bars Untimely Contractor Claim

Sep.11.2014

In *Kellogg Brown & Root Services, Inc.* (ASBCA, Aug. 18), the board held that it lacked jurisdiction to hear claims arising under a services contract for dining facilities in Iraq due to the CDA's six-year statute of limitations. Notably, the ASBCA rejected the contractor's assertion that claims on a cost-type contract accrue only *after* the government's refusal to pay the contractor's reimbursement for incurred costs, rather than from the date the contractor knew of the "events[] that fix the alleged liability of ... the Government," and ruled that the contractor's extended negotiations with its subcontractor did not meet the standard for equitable tolling, which is applicable only "in situations where the claimant has actively pursued his judicial remedies by filing a defective pleading during the statutory period, or where the complainant has been induced or tricked by his adversary's misconduct into allowing the filing deadline to pass."

For more information, please contact the professional(s) listed below, or your regular Crowell & Moring contact.

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