

Board of Contract Appeals
General Services Administration
Washington, D.C. 20405

GRANTED IN PART: December 10, 2002

GSBCA 15472

RAY WILSON CO.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

John B. Clark and Timothy L. Pierce of Thelen Reid & Priest, LLP, Los Angeles, CA, counsel for Appellant.

Dalton F. Phillips and Robert C. Smith, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **BORWICK, DeGRAFF, and GOODMAN.**

GOODMAN, Board Judge.

Appellant, Ray Wilson Co. (Wilson), filed its appeal with the Board on December 26, 2000. Wilson sought an equitable adjustment for costs incurred in connection with a contract with the General Services Administration (GSA) for the construction of the Ronald Reagan Federal Building and United States Courthouse in Santa Ana, California. The appeal was set for hearing on July 16, 2002. Prior to this date the parties entered into an agreement to submit the dispute to mediation. The mediation was conducted by a private mediator. On November 14, 2002, the parties filed a proposed settlement agreement contingent upon the approval of GSA's General Counsel. The agreement read, in part:

Appellant Ray Wilson Co. and Respondent General Services Administration hereby enter into this agreement to memorialize the agreement reached by the parties at a medication conducted on August 13-15, 2002. The parties intend to enter into a more formal settlement document, but in the event such a writing is not completed in the future, the parties intend for this agreement to be binding and admissible to enforce the terms herein.

1. The parties shall stipulate to a judgment to resolve the appeal of Ray Wilson in GSBCA No. 15472 in the amount of \$18,000,000. The judgment shall be inclusive of interest and each party shall bear its own costs and attorney's fees.
2. The agreement and the judgment to be entered in paragraph 1 is subject to the approval of the GSA General Counsel. . . .
3. The judgment shall be entered within 10 days of the General Counsel's approval and paid within 90 days from the date of this agreement. If payment is made more that 90 days from the date of this agreement, the amount payable shall include interest beginning with the 121st day at the contract rate. In exchange for payment of the judgment under paragraph 1, Ray Wilson agrees to release all claims against the GSA pertaining to its work for the GSA on the Ronald Reagan Federal Building and United States Courthouse in Santa Ana, California (the "Project"). GSA agrees to release Ray Wilson and all its subcontractors pertaining to the project, except that Ray Wilson and its subcontractors shall honor all outstanding warranties and shall remain responsible for latent defects in their work at the Project.

On December 6, 2002, the parties filed a motion for stipulated judgment, requesting the Board adopt its filing of November 14, 2002, as the official agreement in these proceedings.

Decision

Rule 136(e) provides that the Board may adopt the parties' stipulation, by decision, and that such decision is an adjudication of the appeal on its merits. E.g., Flintco, Inc. v. General Services Administration, GSBCA 13618, 97-1 BCA ¶ 28,738 (1996). Pursuant to the agreement of the parties and Rule 136 (e), the Board adopts the parties' stipulation for entry of judgment and enters judgment as requested. This appeal is **GRANTED IN PART**,

to be paid from the permanent indefinite judgment fund, 31 U.S.C. § 1304 (2000), in the amount of \$18,000,000, with interest to be paid pursuant to the parties' settlement agreement.

ALLAN H. GOODMAN
Board Judge

We concur:

ANTHONY S. BORWICK
Board Judge

MARTHA H. DeGRAFF
Board Judge