

# Board of Contract Appeals

General Services Administration  
Washington, D.C. 20405

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GRANTED IN PART: December 8, 2000

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GSBCA 13841

JACKSON CONSTRUCTION COMPANY,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

John P. Davey of Davey & Davey, Canton, MA, counsel for Appellant.

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

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

**GOODMAN**, Board Judge.

Appellant, Jackson Construction Company (Jackson), filed its appeal with the Board on September 9, 1996. Jackson sought reimbursement of additional costs in the amount of \$514,882.62 incurred in connection with a contract with the General Services Administration (GSA) for the renovation of a Federal building and United States courthouse in Worcester, Massachusetts. Respondent filed a motion for summary relief, and thereafter the parties agreed to attempt to resolve the dispute by use of alternative dispute resolution (ADR), with the panel chair as Board Neutral. An ADR proceeding was conducted on October 13, 1999. After the ADR session, further discussions were held between the parties and the Board Neutral. When it appeared that the parties could not reach a resolution of the appeal, a hearing on the merits was scheduled to commence on September 26, 2000.

On the day of the hearing, the parties requested to resume the ADR proceeding, with the panel chair again presiding as Board Neutral. This proceeding resulted in a settlement between the parties.

On December 6, 2000, the parties filed a Joint Motion for Entry of Final Consent Judgment pursuant to Board Rule 136(e). The motion read, in part:

[A]ppellant Jackson Construction Company ("Jackson") and respondent General Services Administration ("GSA") . . . hereby move the Board to enter final judgment in favor of Jackson requiring resolution of all claims of Jackson related to the contract. Payment is to be made to Jackson from the Judgment Fund in accordance with 31 U.S.C. § 1304 and 41 U.S.C. § 612.

The Parties further move that the Board adopt the Settlement Agreement as part of the final judgment. . . . [T]he Parties, by their undersigned counsel and in accord with the Settlement Agreement, affirm that neither of the Parties shall seek reconsideration of or relief from the final judgment or otherwise appeal the final judgment.

The settlement agreement read in relevant part:

GSA agrees to pay, and Jackson agrees to accept, the lump sum of \$325,000, inclusive of costs, interest and attorneys' fees, in full settlement of all disputes arising under or related to the Appeal, the Contract, and/or the project. GSA shall pay interest to Jackson at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 on the \$325,000 if payment is not made by November 30, 2000. Any such interest on the judgment shall begin December 1, 2000, and accrue according to the Contract Disputes Act, until the United States pays the judgment amount, \$325,000.

. . .

### Decision

Rule 136(e) provides that the Board may so 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 (Supp. III 1997) in the amount of \$325,000, with interest to be paid pursuant to the parties' settlement agreement.

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ALLAN H. GOODMAN  
Board Judge

We concur:

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EDWIN B. NEILL  
Board Judge

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MARTHA H. DeGRAFF  
Board Judge