

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

GRANTED: August 25, 2003

GSBCA 16003

FORTRESS GSA E STREET LLC,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Gary K. Bahena of Buchanan Ingersoll, P.C., Washington, DC, counsel for Appellant.

Gerald L. Schrader, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

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

DANIELS, Board Judge.

This case involves a dispute which arose under a lease of space in a building in Washington, D.C., to the General Services Administration (GSA). The lessor is Fortress GSA E Street LLC.

The lease required the lessor to perform certain interior construction within the premises. In August 1998, a GSA contracting officer issued to the lessor a "Firm-Fixed-Price AWARD" in the amount of \$49,389.55 for providing design services in connection with interior construction. In May 2000, a different GSA contracting officer rescinded this award. The lessor claims that it has incurred the cost specified in the award and that it is entitled to reimbursement.

Shortly before a hearing scheduled in the case, the parties filed a joint stipulation through which they seek an entry of judgment. The stipulation is as follows:

In full settlement of the claims contained in Docket No. 16003 GSA will pay to Fortress GSA E Street LLC the sum of Forty-Nine Thousand Three

Hundred Eighty-Nine Dollars and Fifty-Five Cents (\$49,389.55) plus interest thereon at the rates set by the Secretary of the Treasury (pursuant to Public Law 94-41^[1] (85 Stat. 97) for the Renegotiation Board) from May 8, 2000 until paid.

The matter is taken as adjudicated on the merits with respect to all awards for tenant alterations and other related work (including, but not limited to, architectural, engineering and other consultant fees and costs) issued to or for Appellant prior to the date hereof and the Government shall not hereafter seek to revoke and/or rescind any such awards and/or Awards. The foregoing, however, shall not preclude the Government, subject to applicable law, from asserting a later claim to the effect that the Lease required design work for the improvements, alterations and repairs defined by the lease (Including the Warm-Lit Shell requirements and tenant improvement allowance) and seeking a credit for design work not actually furnished by the Appellant.

We incorporate the stipulation into this decision.

The parties have additionally stated that they will file certificates of finality as to a Board decision incorporating the stipulation; and that they will not seek reconsideration of or relief from, or appeal, such a decision.

Decision

The appeal is **GRANTED**. GSA shall pay to Fortress GSA E Street LLC the sum of \$49,389.55, plus interest on that amount at the rates set by the Secretary of the Treasury from May 8, 2000, until the amount is paid. Rule 136(e) (48 CFR 6101.36(e) (2002)).

STEPHEN M. DANIELS
Board Judge

We concur:

¹The citation should be to Public Law 92-41. The provision of the Contract Disputes Act of 1978 which provides for payment of interest, 41 U.S.C. § 611 (2000), refers to that Public Law. Public Law 94-41 (89 Stat. 225) made continuing appropriations for various agencies for fiscal year 1976. Twigg Corp. v. General Services Administration, GSBCA 15268, et al., slip op. at 3 n.1 (Apr. 17, 2001).

EDWIN B. NEILL
Board Judge

CATHERINE B. HYATT
Board Judge