

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

GRANTED IN PART: October 24, 2000

GSBCA 15015, 15265

TWIGG CORPORATION,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Fred A. Mendicino of Watt, Tieder, Hoffar & Fitzgerald, L.L.P., McLean, VA, 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 **GOODMAN**.

DANIELS, Board Judge.

The General Services Administration (GSA) entered into a contract with Twigg Corporation for the renovation of Federal Office Building Number 6, located at Fourth and C Streets, S.W., in Washington, D.C. Twigg's electrical subcontractor for this project was Walker/Seal Joint Venture.

GSA directed Twigg to furnish and install fire alarm smoke detectors and life safety devices which were not specified in the contract. Twigg maintained that the value of this work was \$360,621. The contracting officer disagreed. She first modified the contract unilaterally to pay Twigg \$111,019 for the work, and after the contractor claimed entitlement to the difference between this amount and the sum originally sought (\$249,602), she agreed to increase the agency's payment by \$74,657 to \$185,676. Twigg appealed her decision, asking for an additional \$174,000 (or \$175,000) plus interest. The appeal was docketed as GSBCA 15015.

Twigg also submitted to the contracting officer a separate claim, for delay and impact costs incurred by itself and Walker/Seal as a result of GSA's order to furnish and install the additional fire alarm smoke detectors and life safety devices. This claim was in the amount of \$224,553. The contracting officer did not issue a decision on this claim; after sufficient time had passed, the claim was deemed denied. Twigg appealed from the deemed denial. The appeal was docketed as GSBCA 15265.

The parties agreed to submit these cases to alternative dispute resolution, with the GSBCA judge assigned as panel chairman in the cases serving as neutral. On June 26, 2000, the parties presented their positions and received a neutral case evaluation. The session then turned to mediation, which resulted in a settlement of the disputes.

On October 23, the parties filed a Joint Stipulation of Judgment. The stipulation contains these paragraphs:

The parties have negotiated the issues involved in these dockets and have agreed to stipulate to the entry of judgment as follows:

In full settlement of the claims contained in Docket No. 15015 GSA will pay to Twigg the sum of Seventy-Four Thousand Three Hundred Twenty-Four Dollars and No Cents (\$74,324.00), plus interest thereon from November 13, 1998 until paid.

In full settlement of the claims contained in Docket No. 15265 GSA will pay to Twigg the sum of Twenty Thousand Dollars and No Cents (\$20,000.00), plus interest thereon from June 9, 1999 until paid.

The parties further stipulate that they will immediately submit certificates of finality to the Board to expedite the payment of the judgment entered by the Board on the basis of this stipulation.

Decision

Each appeal is **GRANTED IN PART**, in the manner stipulated by the parties. In resolution of GSBCA 15015, GSA shall pay to Twigg \$74,324, plus interest on that amount from November 13, 1998, until the date on which the amount is paid. In resolution of GSBCA 15265, GSA shall pay to Twigg \$20,000, plus interest on that amount from June 9, 1999, until the date on which the amount is paid. Interest shall be computed at the rates specified by the Secretary of the Treasury pursuant to 41 U.S.C. § 611 (1994 & Supp. IV 1998). Payment is to be made from the permanent indefinite judgment fund. 31 U.S.C. § 1304. Rule 136(e) (48 CFR 6101.36(e) (1999)).

STEPHEN M. DANIELS
Board Judge

We concur:

EDWIN B. NEILL
Board Judge

ALLAN H. GOODMAN
Board Judge