

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

DISMISSED WITH PREJUDICE: April 6, 2001

GSBCA 15163

J. W. ROBINSON & ASSOCIATES, INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

R. Michael Ethridge of Carlock, Copeland, Semler & Stair, LLP, Atlanta, GA, counsel for Appellant.

Gerald L. Schrader, Office of General Counsel, General Services Administration, Washington, DC; and M. Leah Wright, Office of Regional Counsel, General Services Administration, Atlanta, GA, counsel for Respondent.

DANIELS, Board Judge (Chairman).

ORDER

The General Services Administration (GSA) entered into a contract with J. W. Robinson & Associates, Inc. (Robinson), to develop construction contract working drawings for a United States Courthouse in Albany, Georgia. Separately, GSA entered into a contract with Pat Mathis Construction Co., Inc. (Mathis), to construct the courthouse.

On October 29, 1998, a GSA contracting officer modified the contract with Mathis to provide that firm \$110,000 in advance funding for performing work under Bulletin #4, removal and reinstallation of columns and footings. Mathis later submitted a certified claim in the amount of \$282,179 (inclusive of the advance payment) for this work, and the contracting officer offered to pay \$168,006 of this amount. On July 10, 1999, Mathis appealed the contracting officer's decision on its claim, and the appeal was docketed as GSBCA 15067.

On September 16, 1999, the contracting officer issued to Robinson a final decision demanding reimbursement from that firm of an amount equal to whatever funds might be awarded to Mathis pursuant to GSBCA 15067. On November 10, 1999, Robinson appealed this decision, and the appeal was docketed as GSBCA 15163.

GSA, Mathis, and Robinson then met with a GSBCA judge, acting as mediator, in an attempt to resolve the disputes by alternative means to formal pursuit of the two appeals. The mediation was successful.

On March 26, 2001, GSA and Robinson requested that GSBCA 15163 be dismissed with prejudice. The request was amended on April 5, 2001. The parties attached to their request a settlement agreement which provides that Robinson will pay, and GSA will accept, \$95,000 in full and final settlement of the appeal.

In accordance with the parties' request, GSBCA 15163 is **DISMISSED WITH PREJUDICE**.

STEPHEN M. DANIELS
Board Judge