

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

GRANTED IN PART: June 28, 2002

GSBCA 15465

PARCEL 49C LIMITED PARTNERSHIP,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Richard J. Conway and Robert J. Moss of Dickstein Shapiro Morin & Oshinsky, LLP, Washington, DC, counsel for Appellant.

Catherine C. Crow, Ruth Kowarski, and Jeremy Becker-Welts, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

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

DANIELS, Board Judge.

The General Services Administration (GSA) and Parcel 49C Limited Partnership (Parcel 49C) entered into a contract for the construction of a new office building to be leased by Parcel 49C to GSA and to be used for the tenancy of the Federal Communications Commission. Following completion of construction and tenant modifications, a dispute arose between the parties regarding monies claimed by Parcel 49C for additional costs it had incurred in performing that work. Parcel 49C claimed \$1,006,312, and later appealed from the GSA contracting officer's deemed denial of that claim.

The parties submitted this case to mediation by a judge of the General Services Board of Contract Appeals. The mediation resulted in a settlement of the case and a joint motion for a stipulated award pursuant to Board Rule 136(e) (48 CFR 6101.36(e) (2001)). In the motion, the parties stipulate that they will not seek reconsideration of, or relief from, a Board decision which enters judgment in accordance with the motion and settlement agreement. The parties also stipulate that they will not appeal such a decision.

The Board grants the parties' joint motion. Pursuant to the motion, we **GRANT IN PART** GSBCA 15465. We direct GSA to pay to Parcel 49C the sum of \$645,000 in full settlement of the claims contained in this case. The conditions under which the payment shall be made, and the claims and potential claims which are extinguished as a result of our making this award, are as specified in the parties' settlement agreement. Rule 136(e).

STEPHEN M. DANIELS
Board Judge

We concur:

ANTHONY S. BORWICK
Board Judge

EDWIN B. NEILL
Board Judge