

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

GRANTED IN PART: February 4, 2003

GSBCA 16051

J. A. JONES CONSTRUCTION CO.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Douglas L. Patin and Michael S. Koplan of Spriggs & Hollingsworth, Washington, DC, counsel for Appellant.

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

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

DeGRAFF, Board Judge.

On January 10, 2003, appellant, J.A. Jones Construction Company, appealed a General Services Administration (GSA) contracting officer's denial of its certified claim for an equitable adjustment to the price of contract GS-02-P98DTC0088(N) for renovation of a post office and courthouse building in Brooklyn, New York. On January 30, 2003, the parties filed a joint motion for entry of judgment, stating in pertinent part:

Pursuant to Rule 136(e), the respondent, the General Services Administration ("GSA"), and the appellant, J.A. Jones Construction Group, LLC, ("Jones"), by their respective counsel, jointly move the Board to enter judgment of a stipulated award to Jones in accordance with a Settlement Agreement entered into between the parties.

....

Under the Settlement Agreement, the amount of the stipulated award to Jones is \$14,000,000, inclusive of interest, costs, and attorneys' fees.

. . . Pursuant to Rule 136(e), the GSA and Jones further state that (1) they will not seek reconsideration of, or relief from, the Board's decision, and (2) they will not appeal the decision.

This appeal is **GRANTED IN PART** in accordance with the parties' joint motion for entry of judgment. Rule 136(e) (48 CFR 6101.36(e) (2001)). This award is to be paid from the permanent indefinite judgment fund, 31 U.S.C. § 1304 (2000).

MARTHA H. DeGRAFF
Board Judge

We concur:

EDWIN B. NEILL
Board Judge

CATHERINE B. HYATT
Board Judge