

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

GRANTED IN PART: June 16, 2006

GSBCA 16163, 16183, 16388

AMEC CONSTRUCTION MANAGEMENT, INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Barbara G. Werther, Patrick G. McGaughan, and Ronan J. McHugh of Thelen Reid & Priest LLP, Washington, DC; and Leonard A. Sacks of Leonard A. Sacks & Associates, P.C., Rockville, MD (in GSBCA 16388), counsel for Appellant.

Dalton F. Phillips, Catherine C. Crow, and Richard Hughes (except in GSBCA 16388), Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

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

DANIELS, Board Judge.

Under a contract with the General Services Administration (GSA), AMEC Construction Management, Inc. (AMEC) renovated the Interstate Commerce Commission, United States Customs Service, and Connecting Wing Buildings in Washington, D.C. AMEC submitted many claims to GSA concerning this contract and appealed contracting officer decisions on some of the claims.

The parties have filed a Motion for Stipulated Award regarding three of the appeals. The amount in dispute in these appeals was \$13,575,174. The motion reads as follows:

Pursuant to Rule 136(e) of the Board's Rules of Procedure, the parties, having resolved the captioned disputes, hereby jointly move the Board to enter judgment for Appellant for those appeals in the amount of \$6,700,000.00 (Judgment Amount), as delineated in the attached settlement terms sheet. Payment of the Judgment Amount is to be made to Appellant from the Judgment Fund in accordance with 31 U.S.C. § 1304 [(2000)] and 41 U.S.C. § 612

Further, the parties stipulate as follows:

1. That the Judgment Amount includes costs, attorneys' fees, and interest pursuant to the Contract Disputes Act, 41 U.S.C. § 611 . . . ;
2. That additional interest on the Judgment Amount begins to accrue per the settlement terms sheet, if applicable;^[1]
3. That neither party will seek reconsideration or relief from final judgment or otherwise appeal the final judgment; and
4. That, upon entry of judgment, both parties will properly execute certificates of finality and Appellant will submit its certificate to Respondent.

WHEREFORE, based on the foregoing, the parties respectfully request that the Board enter a decision in accordance with the terms of this stipulation.

Decision

GSBCA 16163, 16183, and 16388 are each **GRANTED IN PART**. Respondent, the General Services Administration, shall pay to Appellant, AMEC Construction Management, Inc., the sum of \$6,700,000. GSA shall also pay to AMEC, on the unpaid balance, interest

¹ Paragraph 6 of the Settlement Terms Sheet includes the statement, "If payment is not made within 45 days of the date of GSA's settlement justification, interest will begin to accrue at the Treasury Rate on the Settlement Amount." GSA counsel has informed us that the date of GSA's settlement justification is May 1, 2006.

at the rate established by the Secretary of the Treasury pursuant to 41 U.S.C. § 611, from June 16, 2006 (the forty-sixth day after May 1, 2006), until the date of payment of the unpaid balance including interest. Payment shall be made from the permanent indefinite judgment fund. 31 U.S.C. § 1304.

STEPHEN M. DANIELS
Board Judge

We concur:

ANTHONY S. BORWICK
Board Judge

ROBERT W. PARKER
Board Judge