



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: January 30, 2018

CBCA 5449

RICHTER DEVELOPMENTS, LTD.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

John M. Neary and Stephen B. Hurlbut of Akerman LLP, Washington, DC, counsel for Appellant.

Jay Bernstein, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **SHERIDAN**, **KULLBERG**, and **LESTER**.

SHERIDAN, Board Judge.

On March 29, 2016, appellant, Richter Developments, Ltd. (Richter) brought a claim against respondent, General Services Administration (GSA), regarding amounts due under lease GS-04P-LFL62198. Appellant thereafter appealed the final decision of July 28, 2016. The matter was docketed at the Civilian Board of Contract Appeals as CBCA 5449.

On January 29, 2018, Richter and GSA submitted a joint stipulation for entry of judgment in favor of Richter. The joint stipulation, which the Board by this order of judgment adopts, provides:

1. In full and final resolution of all elements of Richter's certified claim for "reimbursement of delay costs and GSA-directed changes" that is detailed in

Exhibit A of Richter's Schedule of Costs, dated June 21, 2017 (the "SOC"), the parties agree that GSA will pay Richter the lump sum amount of \$85,680, plus CDA [Contract Disputes Act] interest at the rate established by the Secretary of the Treasury, commencing on March 29, 2016.

2. In full and final resolution of all elements of Richter's certified claim for "equitable adjustment in operating expense rent" that is detailed in Exhibit B of the SOC, the parties agree that: (a) GSA will pay Richter the lump sum amount of \$27,000; (b) commencing on November 1, 2017, the total annual operating expense rent paid by GSA to Richter will be \$60,000; and (c) commencing on December 1, 2018, the total annual operating expense rent paid by GSA to Richter will be \$66,707. GSA currently compensates Richter in the amount of \$7,000 per year for janitorial salaries. However, commencing on November 1, 2017, GSA will compensate Richter \$13,000 per year for janitorial salaries, which is included in the revised operating expense rent detailed above. The parties further agree that relative solely to the \$6,000 increased portion of the janitorial salaries (from \$7,000 to \$13,000) going forward, if there is a minimum wage increase which affects said janitorial salaries, GSA will compensate Richter for such amounts.

3. In full and final resolution of all elements of Richter's certified claim for "equitable adjustment in shell rent" that is detailed in Exhibit C of the SOC, the parties agree that: (a) GSA will pay Richter the lump sum amount of \$9,300, plus CDA interest at the rate established by the Secretary of the Treasury, commencing on March 29, 2016; and (b) commencing on November 1, 2017, the annual shell rent paid by GSA to Richter will increase by the amount of \$5,595.

4. In full and final resolution of all elements of Richter's certified claim for "reimbursement of excess tenant improvement costs" that is detailed in Exhibit D of the SOC, the parties agree that GSA will pay Richter the lump sum amount of \$449,726, plus CDA interest at the rate established by the Secretary of the Treasury, commencing on March 29, 2016.

The parties stipulate that, upon entry of the requested final judgment, all disputes, claims, counterclaims and issues related to CBCA No. 5449 will be fully and finally resolved, with the exception of Richter's claim for attorneys' fees and expenses, which is expressly reserved. GSA agrees that, upon entry of the requested final judgment, Richter shall be a prevailing party on all

claims brought in this appeal for the purposes of Richter's claim for attorney fees and expenses under the Equal Access to Justice Act, 5 U. S. C. § 504.

Pursuant to CBCA Rule 31 [48 CFR 6101.31 (2017)], Richter and GSA certify that they shall not seek review or reconsideration of judgment so rendered, provided that upon entry of the consent judgment Richter may file an application for attorney fees and costs pursuant to the Equal Access to Justice Act. With respect to the decision of the Board issued pursuant to this motion, Richter and GSA waive their rights to reconsideration under CBCA Rule 26, rights to relief from judgment under CBCA Rule 27, and rights to appeal the decision.

Decision

Accordingly, the appeal is **GRANTED IN PART**. By adopting the parties' joint stipulated settlement, Richter is to be paid pursuant to the terms of the stipulated settlement, with interest to accrue on the amounts due pursuant to 41 U.S.C. § 7109 (2012) starting on March 29, 2016, and continuing until the date of payment. Payment does not include attorney fees and expenses, which are expressly reserved under the stipulated settlement.

PATRICIA J. SHERIDAN
Board Judge

We concur:

H. CHUCK KULLBERG
Board Judge

HAROLD D. LESTER, JR.
Board Judge