



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: October 25, 2007

CBCA 396

PMR ARCHITECTS, P.C., IN JOINT VENTURE WITH
SHEPLEY BULFINCH RICHARDSON & ABBOTT, INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Jeffrey L. Alitz and Nicholas A. Ogden of Donovan Hatem LLP, Boston, MA, counsel for Appellant.

Richard O. Hughes, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **PARKER, BORWICK, and GOODMAN.**

GOODMAN, Board Judge.

Appellant, PMR Architects in Joint Venture with Shepley Bulfinch Richardson and Abbot, Inc., appealed a decision of a contracting officer of the respondent, General Services Administration, arising from its contract for design and contract administration services on

the Warren B. Rudman United States Courthouse Project in Concord, New Hampshire.¹ Appellant sought payment of \$415,253.22 for additional services.

The parties elected to attempt to resolve the appeal by alternative dispute resolution (ADR), a Board Judge was appointed to serve as ADR neutral, and an ADR proceeding was held. On October 23, 2007, the parties filed a stipulation for judgment and a joint certificate of finality, which stated:

The parties jointly stipulate that Judgment should be entered in favor of Appellant . . . in the amount of \$160,000.00, plus interest under the Contract Disputes Act, 41 U.S.C. §§ 601, *et seq.*, calculated from December 31, 2003 until the date of Judgment.

Pursuant to Rule 31 of the Board's . . . Rules of Procedure, the parties further certify that they shall not seek review or reconsideration of judgment so rendered. With respect to the decision of the Board issued pursuant to this stipulation, the parties waive their rights to reconsideration under Rule 26, rights to relief from judgement under Rule 27, and rights to appeal the decision.

Accordingly, the appeal is **GRANTED IN PART**. In accordance with the parties' joint stipulation, the Board awards the sum of \$160,000 plus interest in accordance with the Contract Disputes Act, accruing as stated in the joint stipulation, to be paid from the permanent indefinite judgment fund. 31 U.S.C. § 1304 (2000).

ALLAN H. GOODMAN
Board Judge

¹ This case was docketed at the General Services Administration Board of Contract Appeals (GSBCA) as GSBCA 16476. On January 6, 2007, pursuant to section 847 of the National Defense Authorization Act for Fiscal Year 2006, Pub. L. No. 109-163, the GSBCA was terminated and its cases, personnel, and other resources were transferred to the newly-established Civilian Board of Contract Appeals (CBCA). This case was docketed by the CBCA as CBCA 396.

We concur:

ROBERT W. PARKER
Board Judge

ANTHONY S. BORWICK
Board Judge