



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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GRANTED IN PART: November 17, 2011

CBCA 2125

MACK SCOGIN MERRILL ELAM ARCHITECTS, INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Donald G. Gavin of Akerman Senterfitt, LLP, Vienna, VA, counsel for Appellant.

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

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

**STERN**, Board Judge.

This appeal arose out of a contract between the General Services Administration (GSA) and Mack Scogin Merrill Elam Architects, Inc. (MSME), for architectural services regarding the United States District Courthouse in Austin, Texas.

Pursuant to Board Rule 25(b) (48 CFR 6101.25(b) (2010)), the parties have executed a settlement agreement in which GSA agrees to make payment to MSME in the amount of \$850,000 inclusive of interest and attorney fees, in compliance with a Board decision making a stipulated award in that amount. In accordance with Board Rule 31, the parties state they will not seek review or reconsideration of this decision.

In addition, the parties stipulate that all disputes, claims and counterclaims relating to the appeal and contract are resolved with the following reservations:

- (a) MSME reserves its right to seek payment for services which it performs related to judicial requests for additional work after the date of the settlement agreement.
- (b) MSME reserves the right to seek payment for services which may be performed by MSME under the contract after August 31, 2012.
- (c) MSME remains liable to the Government in accordance with applicable law for all damages to the Government caused by MSME's negligent performance of any of the services furnished under this contract.
- (d) MSME and GSA reserve all claims, damages, and remedies against each other arising from the breach of any of the obligations, covenants, and warranties in the settlement agreement.

The Board adopts the parties' agreement by decision. Pursuant to Board Rule 25(b), the Board's decision is an adjudication on the merits.

#### Decision

The appeal is **GRANTED IN PART** in the amount of \$850,000. Payment is to be made from the permanent indefinite judgment fund in accordance with 31 U.S.C. § 1304 (2006).

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JAMES L. STERN  
Board Judge

We concur:

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STEPHEN M. DANIELS  
Board Judge

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ANTHONY S. BORWICK  
Board Judge