



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: June 22, 2017

CBCA 5682

HERMAN CONSTRUCTION GROUP, INC.,

Appellant,

v.

DEPARTMENT OF VETERANS AFFAIRS,

Respondent.

Jessica L. Mulvaney and William L. Bruckner of Bruckner Law Firm, APC, San Diego, CA, counsel for Appellant.

David G. Fagan, Office of General Counsel, Department of Veterans Affairs, Portland, OR, counsel for Respondent.

Before Board Judges **GOODMAN**, **DRUMMOND**, and **LESTER**.

GOODMAN, Board Judge.

On March 21, 2017, appellant, Herman Construction Group, Inc., filed this appeal arising from respondent, Department of Veterans Affairs, contracting officer's final decision denying appellant's certified claim in the amount of \$449,276.40.

On June 21, 2017, pursuant to Board Rule 25(b) (48 CFR 6101.25(b) (2016)), the parties submitted an executed settlement agreement containing a stipulation of award for judgment in the amount of three hundred twenty-seven thousand, six hundred and seventy-five dollars (\$327,675). Their settlement agreement states in relevant part:

[Respondent] agrees to pay Appellant \$327,675.00 as full and complete settlement of the APPEAL inclusive of all costs, attorney's fees, and interest; . . . [Appellant] agrees that the payment . . . above shall constitute full and complete settlement [of] the APPEAL arising out of or relating to the CONTRACT, including all costs, attorney's fees and interest.

Within 14 calendar days of the CBCA issuing an Order adopting the terms of this Agreement, [respondent] agrees to submit and approve all documents necessary to ensure payment by the Judgment Fund;

If payment is not made by the Judgment Fund within 30 calendar days after an Order is issued by the CBCA, Appellant will be entitled to interest on the \$327,675.00 payment at the rates set by the Treasury Department for the payment of CDA claims. Any interest paid under this paragraph will begin to accrue 31 calendar days after the CBCA issued Order and continue to run until the date of payment.

In addition, pursuant to Rule 25(b), the parties state that they will not seek review or reconsideration of, or relief from, this decision, and will not appeal it.

Decision

Pursuant to the parties' stipulation for award contained in the settlement agreement, the Board **GRANTS** the appeal **IN PART**. Appellant is awarded a total of \$327,675, with additional interest, if any, that may accrue pursuant to the agreement of the parties. Payment may be made from the permanent indefinite judgment fund, 31 U.S.C. § 1304 (2012).

ALLAN H. GOODMAN
Board Judge

We concur:

JEROME M. DRUMMOND
Board Judge

HAROLD D. LESTER, JR.
Board Judge