



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: November 20, 2018

CBCA 4826, 5123, 5124, 5189, 5190

JR SERVICES, LLC,

Appellant,

v.

DEPARTMENT OF VETERANS AFFAIRS,

Respondent.

Lawrence M. Prosen and John T. Bergin of Kilpatrick Townsend & Stockton LLP, Washington, DC, counsel for Appellant.

Jennifer L. Hedge, Office of Regional Counsel, Department of Veterans Affairs, Pittsburgh, PA, counsel for Respondent.

Before Board Judges **VERGILIO**, **SULLIVAN**, and **LESTER**.

LESTER, Board Judge.

Between October 2009 and September 2011, the Department of Veterans Affairs (VA) awarded the following four contracts to JR Services, LLC (JRS), for work at the Northport VA Medical Center: contract nos. VA243-RA-0705 (for the replacement of windows in Building 200), VA243-C-1248 (for construction of a rooftop recreation area), VA243-RA-0925 (for renovation of supply processing distribution and pharmacy storage in Building 200), and VA243-RA-0943 (for renovation and construction work in Building 63A). Between April 2015 and January 2016, the VA contracting officer terminated those four contracts for default, and, on September 14, 2015, JRS submitted a certified claim pursuant

to the Contract Disputes Act, 41 U.S.C. § 7101-7109 (2012), seeking a monetary payment for costs alleged to have been incurred in performing contract no. VA243-RA-0705 as a result of VA-caused delays and redesign. JRS timely appealed the four default termination decisions to the Board, which the Board docketed as CBCA 4826, 5124, 5189, and 5190, and it appealed the contracting officer's "deemed denial" of its monetary claim, which the Board docketed as CBCA 5123. The Board subsequently consolidated the five appeals.

On November 16, 2018, the parties, in furtherance of a settlement agreement that they executed on November 15, 2018, filed a joint motion for entry of judgment in these appeals. In the settlement agreement, the VA agreed to convert the four default terminations to terminations for convenience and to modify JRS's final ratings in the Contractor Performance Assessment Reporting System (CPARS). The parties, through the settlement agreement, also stipulated to a monetary award in JRS's favor in the amount of \$750,000, inclusive of all interest, with each party to bear its own costs, attorney fees, and expenses. In their motion to the Board seeking entry of judgment, the parties stipulated that they will not seek reconsideration of or relief from, and will not appeal, the Board's decision awarding the stipulated amount. The agency intends that payment will come from the permanent indefinite judgment fund pursuant to 31 U.S.C. § 1304.

Decision

At the parties' request, the appeals are **GRANTED IN PART**. The VA shall pay \$750,000, inclusive of interest, to JR Services, with each party to bear its own costs, attorney fees, and expenses. This payment shall be made in accordance with 41 U.S.C. § 7108.

Harold D. Lester, Jr.

HAROLD D. LESTER, JR.

Board Judge

We concur:

Joseph A. Vergilio

JOSEPH A. VERGILIO

Board Judge

Marian E. Sullivan

MARIAN E. SULLIVAN

Board Judge