



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: December 15, 2009

CBCA 1405

INTECH WORLDWIDE LP,

Appellant,

v.

DEPARTMENT OF STATE,

Respondent.

George M. Coburn, Washington, DC, counsel for Appellant.

Thomas D. Dinackus, Office of the Legal Adviser, Buildings and Acquisitions,
Department of State, Rosslyn, VA, counsel for Respondent.

Before Board Judges **SOMERS**, **BORWICK**, and **McCANN**.

BORWICK, Board Judge.

On December 7, 2009, the parties moved for an amendment to our judgment of \$362,376.50, dated October 29, 2009, in this appeal. The original stipulation resulting in that judgment contemplated that of the \$362,376.50 settlement amount, respondent would pay \$184,059.50 from project funds and the remainder--including interest--from the judgment fund.

Subsequent to the entry of judgment, respondent learned that some of the program funds that respondent intended to use to pay the agreed-upon settlement amount had expired and could not be used for the purpose intended. Consequently, the parties desire a judgment that would add \$2700 to be paid from the judgment fund and have submitted a new stipulation reflecting the adjusted amounts. For good cause shown, the parties'

motion is granted, and the Board amends the judgment accordingly. Board Rules 26(a), 27(a), (48 CFR 6101.26(a), 6101.27(a) (2008)). The amended stipulation, submitted pursuant to Board Rule 25(b), provides in pertinent part:

The parties have agreed to a full and final settlement of this appeal upon the following terms. Respondent will pay appellant \$362,376.50, plus interest pursuant to the Contract Disputes Act, 41 U.S.C. § 612 [sic], as follows: Respondent will pay appellant interest upon \$222,390, from August 8, 2008 through the date appellant receives payment. Respondent will pay appellant interest upon \$139,986.50, from April 28, 2009 through the date appellant receives payment.

Respondent has issued two contract modifications that will pay appellant \$181,359.50 of the principal. Appellant has submitted invoices to obtain this amount and respondent has paid them. The remainder of the settlement is to be paid from the Judgment Fund.

Accordingly, the parties stipulate to entry of judgment as follows:

1. Payment of \$181,017 of principal;
2. Payment of interest, pursuant to the CDA, upon \$181,359.50, from August 8, 2008 through the dates appellant has received payment from the Department of State pursuant to Contract Modifications Two and Three;
3. Payment of interest, pursuant to the CDA, upon \$41,030.50, from August 8, 2008 through the date appellant receives payment from the Judgment Fund; and
4. Payment of interest, pursuant to the CDA, upon \$139,986.50, from April 28, 2009, through the date appellant receives payment from the Judgment Fund.

The parties state they will not seek reconsideration of, or relief from, the Board's decision and will not appeal the decision.

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

Amended Decision

This appeal is **GRANTED IN PART**. In accordance with the stipulation, the total amount due the contractor is \$362,376.50, plus interest. 41 U.S.C. § 611 (2006). Of that amount, respondent will pay \$181,359.50 through contract modifications; \$181,017 shall be paid through the Judgment Fund. Interest on \$181,359.50 shall be paid from the Judgment Fund pursuant to the Contract Disputes Act from August 8, 2008, through the date appellant has received payment from respondent through contract modifications. Interest on \$41,030.50 shall be paid from the Judgment Fund pursuant to the Contract Disputes Act from August 8, 2008, through the date appellant receives payment from the Judgment Fund. Interest on \$139,986.50 shall be paid from the Judgment Fund pursuant to the Contract Disputes Act from April 28, 2009, through the date appellant receives payment from the Judgment Fund. Payment is to be made in accordance with 31 U.S.C. § 1304.

ANTHONY S. BORWICK
Board Judge

We concur:

R. ANTHONY McCANN
Board Judge

JERI K. SOMERS
Board Judge