

INTERSTATE CONTRACTING)	AGBCA Nos. 2002-104-1, 2002-105-1,
COMPANY, INC.,)	2002-151-1, 2002-152-1, 2003-118-1,
)	2003-119-1, and 2003-120-1
Appellant)	
)	
Appearing for the Appellant:)	
)	
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)	
Appearing for the Government:)	
)	
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DECISION OF THE BOARD OF CONTRACT APPEALS

March 6, 2003

Before POLLACK, VERGILIO, and WESTBROOK, Administrative Judges.

Opinion for the Board by Administrative Judge WESTBROOK.

These appeals arise out of two contracts between the U. S. Department of Agriculture, Natural Resources Conservation Service (NCRS or the Government), Athens, Georgia, and Interstate Contracting Company, Inc. (Appellant or Interstate), of Savannah, Georgia. Both contracts were for work on Fort Stewart in Liberty County, Georgia. Contract No. 50-4310-6-355 involved land rehabilitation at Bridges 3 and 4. Contract No. 50-4310-6-356 involved land rehabilitation at November Crossing. The earliest appeals were received at the Board December 2, 2001. All appeals were consolidated for hearing.

The Board's jurisdiction over these appeals derives from the Contract Disputes Act of 1978, 41 U.S.C. §§ 601-613, as amended.

AGBCA Nos. 2002-104-1 and 2003-119-1 were appeals of denials of claims by the contractor on the

Bridges 3 and 4 contract. AGBCA Nos. 2002-151-1 and 2003-118-1 were appeals of Government claims on the same contract. AGBCA No. 2002-105-1 was an appeal of the denial of a contractor claim on the November Crossing contract. AGBCA Nos. 2002-152-1 and 2003-120-1 were appeals of Government claims on that contract.

The parties elected to present their cases at a hearing pursuant to Board Rule 17. A hearing was set for October 16-18, 2002 in Savannah, Georgia. During a pre-hearing conference on the morning of October 16, the Presiding Judge asked each party to describe the issues pertaining to each appeal. Those explanations revealed that some of the Government claims were actually in the nature of affirmative defenses. Appellant presented two witnesses, its principal and an outside expert witness. The outside witness was offered and accepted as an expert in the areas of delay analysis and contract administration without objection from the Government. Both witnesses were questioned on direct and cross-examination. At the end of the first day, the Government asked and was granted the opportunity to recall Appellant's principal for additional cross-examination on quantum matters on the following morning. The hearing reconvened on the morning of October 17, 2002. At that time, the parties requested time to discuss the possibility of settlement. The request was granted and the parties subsequently informed the Presiding Judge that they had settled all matters pertaining to both contracts, including some issues not before the Board. The settlement was inclusive of all outstanding issues including interest and attorney fees. The Board has now received a Joint Dismissal signed by counsel for both parties.

DECISION

The appeals having been settled, they are hereby dismissed with prejudice.

ANNE W. WESTBROOK
Administrative Judge

Concurring:

HOWARD A. POLLACK
Administrative Judge

JOSEPH A. VERGILIO
Administrative Judge

**Issued at Washington, D.C.
March 6, 2003**