

ONE WAY CONSTRUCTION, INC.,)	AGBCA No. 2001-164-1
)	
Appellant)	
)	
Representing the Appellant:)	
)	
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)	
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DECISION OF THE BOARD OF CONTRACT APPEALS

December 20, 2001

Before POLLACK, VERGILIO, and WESTBROOK, Administrative Judges.

Opinion for the Board by Administrative Judge WESTBROOK.

This appeal, received at the Board August 6, 2001, arose out of Contract No. 50-04H1-7-8850, Tom Musio Bridge, between the U. S. Department of Agriculture, U. S. Forest Service (Respondent or the Government) and One Way Construction, Inc., of Sedro Woolley, Washington (Appellant). Appellant appealed the Contracting Officer's (CO's) decision assessing it with \$255,273 for damages to a temporary bridge being removed under Appellant's contract. The Government derived this figure after considering depreciation of materials and then deducted the unpaid contract balances. The CO provided appeal rights in the decision, but also included a bill of collection. Along with its Notice of Appeal, Appellant filed a Motion to Stay Execution of the Decision and/or Collection Proceedings Pending Appeal. Appellant's transmittal letter asked for an immediate conference call to discuss its request for a stay of collection proceedings or execution of the CO's decision.

In our August 13, 2001 letter docketing the appeal, the Board acknowledged the Motion, noting that as the decision had been appealed to the Board, collection efforts appeared premature. The Board

stated that as soon as it was notified of the name of Government counsel, a telephonic conference would be scheduled. The Board received notification of appointment of Government counsel on August 21, 2001. On September 12, 2001, Appellant's counsel informed the Board that all claims had been settled and an Order dismissing all claims would be entered within 90 days after that written notice of settlement.

The Board has now received a Stipulation and Order of Dismissal signed by both parties stipulating that Respondent's claims against Appellant be dismissed with prejudice and without costs to either party.

DECISION

In accordance with the joint stipulation of the parties, the appeal is dismissed with prejudice.

ANNE W. WESTBROOK
Administrative Judge

Concurring:

HOWARD A. POLLACK
Administrative Judge

JOSEPH A. VERGILIO
Administrative Judge

Issued at Washington, D.C.
December 20, 2001