

AMERICAN ARTISAN PRODUCTIONS, INC.,)	AGBCA No. 2000-139-2
)	
Appellant)	
)	
Representing the Appellant:)	
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DECISION OF THE BOARD OF CONTRACT APPEALS

December 12, 2000

Opinion for the Board by Administrative Judge VERGILIO.

On March 14, 2000, the Board received this appeal (originally docketed as 2000-139-F, with the final suffix subsequently changed to the present "-2") from American Artisan Productions, Inc., of Philadelphia, Pennsylvania, concerning its contract, No. 53-3142-9-6004, with the respondent, the U. S. Department of Agriculture, Office of Operations, for the Office of Communications, Design Center (Government). The contractor was to fabricate and install exhibits at the Williams and Forest Service Visitor Center in Williams, Arizona. The contractor sought an equitable adjustment to the contract of \$16,124, which the contracting officer denied. The contractor appealed the denial.

The Board has jurisdiction over this timely-filed appeal pursuant to the Contract Disputes Act of 1978 (CDA), 41 U.S.C. §§ 601-613, as amended. The contractor elected to proceed utilizing the Board's small claims procedure, which results in a decision by one judge, which is final and conclusive and shall not be set aside except in cases of fraud, and which shall have no value as precedent. 41 U.S.C. § 608; Rule 12.2. Following the submission of the appeal file and supplements, and a complaint and answer, the Board convened a conference with the parties to

discuss the underlying facts and law, and the resolution of the appeal. Thereafter, the parties engaged in discussions and reached a settlement agreement.

On December 11, 2000, the Board received from the contractor a request to dismiss with prejudice certain issues on appeal, and to dismiss without prejudice other items on appeal, as specified in a settlement agreement entered into by the parties. The parties have agreed to a contract modification, through which the Government will pay the contractor \$3,000, as full and final payment for four items in dispute. The four items regard a neon "telephone" sign, a topographical map of the state of Arizona, a panel laminate, and a mural door. The contract modification shall constitute an accord and satisfaction for all claims related to the four items, with specific enunciated exceptions regarding the panel laminate. The parties agree that the Board is to dismiss with prejudice these items on appeal.

The contractor also sought compensation relating to a DVD player interface and for re-work related to light bulbs on a map of Route 66. The parties agree to a dismissal without prejudice relating to these two items.

DECISION

As described in the settlement agreement and above, the Board dismisses with prejudice the four issues of appeal and without prejudice the two issues of appeal.

JOSEPH A. VERGILIO
Administrative Judge

Issued at Washington, D.C.
December 12, 2000