

<b>REDONDO CONSTRUCTION CORPORATION,</b>	)	<b>AGBCA No. 98-190-1</b>
	)	
Appellant	)	
	)	
<b>Appearing for the Appellant:</b>	)	
	)	
Stuart A. Weinstein-Bacal	)	
Edgar A. Lee	)	
Weinstein-Bacal & Associates	)	
Gonzalez Padin Building-Penthouse	)	
154 Rafael Street, Plaza De Armas	)	
Old San Juan, Puerto Rico 00901	)	
	)	
<b>Appearing for the Government:</b>	)	
	)	
Mark R. Simpson	)	
Office of the General Counsel	)	
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**DECISION OF THE BOARD OF CONTRACT APPEALS**

**February 7, 2001**

**Before HOURY, POLLACK, and VERGILIO, Administrative Judges.**

**Opinion for the Board by Administrative Judge POLLACK.**

This appeal arises out of Contract No. 50-43ZP-4-26, between Redondo Construction Corporation of Guaynabo, Puerto Rico, and the U. S. Department of Agriculture, Forest Service (FS), El Yunque National Forest, Rio Grande, Puerto Rico. The dispute arises out of the construction of El Portal Tropical Rain Forest Center. On February 18, 1998, Appellant filed a certified claim with the FS in the amount of \$472,847.40. The claim was composed of three primary parts: (1) impact and delay, (2) 40 individual claims involving alleged extra work, and (3) contract balances. After the claim was filed, Redondo received a payment from the FS of \$44,815.69 that reduced the amount in dispute to \$428,031.71. Although the FS issued the above payment, the FS did not issue any decision denying the claim or advising the Appellant of appeal rights. On August 19, 1998, Redondo filed an appeal with the Board and requested that the Board take jurisdiction of the claim on a deemed denied basis. On September 1, 1998, the Board docketed the appeal. 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.

After docketing, the FS issued a Contracting Officer's (CO's) decision dated January 8, 1999, denying most of the claim and concluding that Redondo owed the FS \$41,360.65. The parties then filed pleadings and engaged in extensive discovery. During that time the Board held several telephone conferences. In the conferences, the Board raised the possibility of the parties engaging in Alternative Dispute Resolution, particularly as to the numerous small issues. However, the parties did not appear to be near any agreement on the total claim. In May 2000, the Board set a 3-day pre-hearing/settlement conference for August 2000, to address the 40 issues, the payment status and the impact and delay claim. The conference was held on August 15-17 in Hato Rey, Puerto Rico, at which time the Board reviewed the various matters in depth with the parties. Thereafter, the Board had the parties meet separately to discuss the various matters in an attempt to reach a settlement on at least some of the disputed items. After a final meeting with the presiding judge, the parties were able to reach an agreement on all issues.

On December 6, 2000, the Board received a Stipulated Motion to Dismiss, which was signed by counsel for the Appellant. It called for a dismissal with prejudice. In the motion, Appellant's counsel stated that the FS was in agreement with the dismissal with prejudice. Paragraph 8 of the attached "Settlement Agreement and Release of Claims" (which accompanied the Stipulated Motion) provided that upon execution of the settlement agreement and release, the Appellant would execute and file a dismissal with prejudice on the appeal.

**DECISION**

In accordance with the settlement agreement of the parties and the Stipulated Motion to Dismiss, this matter is dismissed with prejudice.

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**HOWARD A. POLLACK**  
Administrative Judge

**Concurring:**

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**EDWARD HOURS**  
Administrative Judge

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**JOSEPH A. VERGILIO**  
Administrative Judge

**Issued at Washington, D. C.**  
**February 7, 2001**