

Board of Contract Appeals
General Services Administration
Washington, D.C. 20405

DISMISSED WITHOUT PREJUDICE: April 25, 2003

GSBCA 16081

SOUTHWEST CONSTRUCTORS, INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

William L. Lutz of Martin, Lutz, Roggow, Hosford & Eubanks, P.C., Las Cruces, NM, counsel for Appellant.

Telo W. Braswell, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

DANIELS, Board Judge (Chairman).

ORDER

Southwest Constructors, Inc. (Southwest) designed and built a replacement chiller for the United States Courthouse in Fort Worth, Texas, under a contract with the General Services Administration (GSA).

Southwest asserted that during the course of construction, a GSA employee took actions which damaged the chiller. The contractor presented the contracting officer with a list of estimated costs of the damage and requested a meeting to discuss the matter.

Several months later, the contracting officer responded with a long letter raising many other issues and concluding, "Your claim for a substantial loss . . . to the temporary chiller is denied." Southwest appealed the contracting officer's conclusions.

Both parties now agree that Southwest never filed a claim as to damage to the chiller, that the contracting officer in her letter did not make any claims, and that the letter is consequently not an appealable decision. Southwest has withdrawn its appeal without

prejudice. The parties have decided to attempt to resolve their differences without formal proceedings.

To accomplish the result Southwest seeks, the appeal is **DISMISSED WITHOUT PREJUDICE**.

STEPHEN M. DANIELS
Board Judge