

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

DISMISSED WITH PREJUDICE: April 12, 2005

GSBCA 16529-NARA

GRUNLEY CONSTRUCTION COMPANY, INC.,

Appellant,

v.

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION,

Respondent.

Terry L. Salazar of Quilling, Selander, Cummiskey, & Lownds, Dallas, TX, counsel for Appellant.

Stephani L. Abramson, Office of the General Counsel, National Archives and Records Administration, College Park, MD, counsel for Respondent.

NEILL, Board Judge.

ORDER

This case concerns a dispute between the National Archives and Records Administration (NARA) and Grunley Construction Company, Inc. (Grunley). Grunley is the prime contractor for construction of the National Archives Renovation Project pursuant to contract no. NAMA-00-SEM-0012. The parties were in dispute regarding the contracting officer's unilateral determination on nine pending changes relating to work performed by Grunley's structural steel subcontractor, Hirschfeld Steel Company, Inc.

By letter dated November 29, 2004, counsel for Grunley advised the Board that all outstanding matters in this case had been settled. Counsel moved, therefore, that this case be dismissed. Because the contract modification embodying the settlement had not been finally executed, counsel asked that the appeal be dismissed without prejudice pursuant to Board Rule 128(b) (48 CFR 6101.28(b) (2003)). Counsel for respondent had no objection to the motion. Nevertheless, the Board, after conferring with counsel for the parties, deemed it best to stay proceedings until the terms of the settlement had been fully effectuated and

payment actually made.

The Board is now in receipt of a joint motion to dismiss this case with prejudice. Counsel advise that the amount agreed to in reaching a settlement of all disputed matters has been paid by NARA to appellant.

Accordingly, pursuant to Board Rule 128(a), this case is **DISMISSED WITH PREJUDICE**.

EDWIN B. NEILL
Board Judge