



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: July 10, 2008

CBCA 95

MOUNTAIN VALLEY LUMBER COMPANY, INC.,

Appellant,

v.

DEPARTMENT OF AGRICULTURE,

Respondent.

Richard W. Goeken of Saltman & Stevens, P.C., Washington, DC, counsel for Appellant.

Kenneth S. Capps, Office of the General Counsel, Department of Agriculture, Denver, CO, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **VERGILIO**, and **POLLACK**.

POLLACK, Board Judge.

This appeal arises out of timber sale contract no. 007744, between Mountain Valley Lumber Company, Inc. (Mountain Valley) and the United States Department of Agriculture, Forest Service (FS). Mountain Valley filed this appeal in the amount of \$1,663,934.06 on May 14, 2003, and it was docketed as AGBCA 2003-171-1 at the Department of Agriculture Board of Contract Appeals. The appeal was transferred to the Civilian Board of Contract Appeals and docketed as CBCA 95.

Over the life of the appeal, the parties have filed numerous procedural motions, as well as motions for summary relief. After extensive and disputed discovery, the parties advised the Board in 2007 that they were proceeding with preliminary discussions as to possible settlement. This was assisted in part by a decision by the Court of Federal Claims on another matter, which apparently clarified some potential damage issues. Extensions in discovery were granted by the Board to allow for settlement discussions.

On July 1, 2008, the Board received a stipulation and request for decision granting the appeal. The joint stipulation was dated June 26, 2008. Under it, the parties agreed that they had settled any and all claims by either party arising out of or relating to the underlying contract and the instant appeal. Further, the parties agreed to abide by a Board decision requiring the FS to pay appellant \$410,000, plus interest on this amount calculated from November 8, 2002, until paid in accordance with the provisions of the Contract Disputes Act. Each party has agreed to bear its own costs and attorney fees. The parties additionally stipulated that the decision of the Board will be final and binding upon the parties and not subject to further appeal.

Decision

Accordingly, the appeal is **GRANTED IN PART**. In accordance with the parties' joint stipulation, the Board awards the sum of \$410,000, plus interest on said amount under the Contract Disputes Act, 41 U.S.C. § 611(2000), beginning November 8, 2002. Payment is to be made from the permanent indefinite judgment fund, 31 U.S.C. § 1304.

HOWARD A. POLLACK
Board Judge

We concur:

STEPHEN M. DANIELS
Board Judge

JOSEPH A. VERGILIO
Board Judge

