

**U.S. Department of Labor**

Board of Contract Appeals  
1111 20th Street, N.W.  
Washington, D.C. 20036



DATED: January 21, 1986

CASE NO. 85-BCA-15

Appeal of:

THE SINGER COMPANY

ORDER OF DISMISSAL

On December 2, 1985 the parties stipulated as follows:

WHEREAS, Singer Company (hereinafter "Contractor") and the United States Department of Labor (hereinafter "Government") entered into Contract Nos. 1-JC-201-50 and I-JC-901-50 for the operation of the Northlands Job Corps Center; Contract No. 36-2-15-JC-79 for the operation of the Glenmont Job Corps Center; Contract No. 21-0-0015-43 for the operation of the Clements Job Corps Center; and Contract No. JCC-06-0408-43 for the operation of the San Jose Job Corps Center, which together with any and all modifications thereto, are hereinafter referred to as "the Contracts"; and

WHEREAS, on September 20, 1984, the Contracting Officer issued a final decision in regard to the Contracts, relating to the findings of Summarys of Reviews of Modification to Job Corps Center Contracts No. 11-4-342-03-370A, wherein it was determined that \$133.948 in costs were not allowable; and

WHEREAS, the Contracting Officer amended this final decision reducing the amount of disallowed costs to \$128.327; and

WHEREAS, the Contractor appealed the final decision to the Board of Contract Appeals and a hearing was held on September 30 and October 1, 1985 in Washington, D.C.; and

WHEREAS, the parties desire to settle their differences in this matter,

NOW, THEREFORE, subject to the approval of the Contracting Officer and the authorized representatives of the Contractor, the parties do agree as follows:

(1) The Government has reviewed this case and has determined that, consistent with law and policy, it is in the best interest of the Government to accept the Contractor's offer of \$108.796 in

full, final and complete settlement of all the Government's claims in this matter.

(2) The Contractor agrees that this Settlement Agreement is a full, final and complete settlement of all the Contractor's claims in this matter.

(3) The Contractor shall make the payment due under this Settlement Agreement by delivering a check made payable to the U.S. Department of Labor to Mr. Frank P. Buckley, Attorney, Office of the Solicitor, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 together with the original and three copies of the Settlement Agreement and Stipulation of Dismissal.

(4) This Settlement Agreement is to be effective upon the Signature of all parties.

(5) Upon consummation of this Settlement, Case No. 85-BCA-15 may be dismissed with prejudice by the Board of Contract Appeals.

GLENN ROBERT LAWRENCE  
U.S. Department of Labor  
Board of Contract Appeals,  
Administrative Law Judge

I concur:

E. EARL THOMAS, Vice Chairman  
U.S. Department of Labor  
Board of Contract Appeals

I concur:

SAMUEL B. GRONER, Member,  
U.S. Department of Labor  
Board of Contract Appeals,  
Administrative Law Judge

Washington, D.C.