

**DECISION****THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548**

FILE: B-187022

DATE: September 14, 1976

MATTER OF: Hugh Brasington Contracting Company

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98039**DIGEST:**

Dispute arising under contract between contractor and contracting officer as to performance requirements must be pursued under contract "Disputes" clause procedure.

This matter concerns a request by Hugh Brasington Contracting Company (Brasington) that our Office intervene in a dispute which has arisen under contract No. DACA21-75-C-0148 with the United States Army Corps of Engineers, Savannah, Georgia. The disagreement revolves around the interpretation of certain clauses in the contract as to which party will furnish certain kitchen equipment.

The authority of our Office does not include intervention between a contractor and a contracting agency for the purpose of resolving a dispute arising under a contract. That is a matter for settlement pursuant to the procedures set out in the "Disputes" clause which is contained in standard Government contracts. Those procedures provide for a decision by the contracting officer, with the contractor having a right of appeal from the decision to the head of the agency concerned. Both the contractor and the Government are bound to follow the procedure set out in the contract for the administration of disputes arising out of the contract, and the contractor must exhaust its administrative remedies under the "Disputes" clause before appealing to the courts. E. P. Reid, Inc., B-183172, March 7, 1975, 75-1 CPD 141.

Furthermore, it should be noted that as a result of S&E Contractors, Inc. v. United States, 406 U.S. 1 (1972), our Office no longer reviews decisions rendered under the "Disputes" clause. In that case, the United States Supreme Court held that, absent bad faith or fraud, a final agency settlement or decision, rendered under the "Disputes" clause, is not subject to further administrative review.

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Accordingly, any remedy available to Brasington must be pursued according to procedures set forth in the "Disputes" clause of the contract.

*Paul G. Dembling*  
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General Counsel