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DECISION



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

FILE: B-203736

DATE: July 31, 1981

MATTER OF: Pyramid Stone Co.

DIGEST:

Claims of subcontractor against prime contractor are not for consideration by GAO since there is no privity of contract. Subcontractor's remedy is an action on payment bond under Miller Act, 40 U.S.C. § 270a (1976).

Pyramid Stone Co. requests our assistance in securing the payment of a claim against Ford's Universal Carpet Co. The claim for \$5,791 is for work performed by Pyramid as a subcontractor to Universal, who was the prime contractor on Veterans Administration (VA) contract No. V685C-102.

Pyramid states it agreed to furnish Universal with precast terrazzo treads and landings for the VA Medical Center, Waco, Texas for \$23,980. According to Pyramid, it began work on the project but had to stop several times in order to get payment for the portions completed. On completion of the job, the prime contractor failed to make the final payment of \$5,791 to Pyramid. We are unable to offer any relief to Pyramid.

If a subcontractor on a Federal construction project, such as Pyramid, is not paid, his only remedy is an action on the payment bond brought under the Miller Act, 40 U.S.C. § 270a (1976). Curtis Jepson, trading as Curt's Plumbing and Heating, B-194773, May 24, 1979, 79-1 CPD 376. The settlement of obligations between prime contractors and those furnishing labor and materials is not a matter for decision by our Office, since

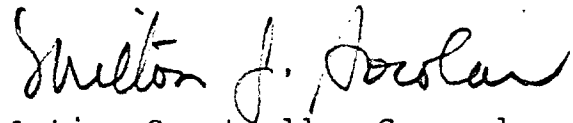
[Claim of Subcontractor Against Prime Contractor]

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there is no privity of contract between the subcontractor and the United States. Curtis Jepson, trading as Curt's Plumbing and Heating, supra.

A handwritten signature in cursive script that reads "Milton J. Jordan".

Acting Comptroller General
of the United States