

DECISION



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

FILE: B-186368

DATE: May 18, 1976

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MATTER OF: Victor H. Van Sant - Wages allegedly due
from General Services Administration

DIGEST:

Employee hired by Government contractor, with approval of GSA, to provide construction supervision services for GSA on construction project does not have legal claim against GSA for wages allegedly due for first day of work, even though GSA instructed employee to report to work on that date, since there is no privity or contractual relationship on which to base claim as employee did not work for GSA.

Mr. Victor H. Van Sant requests reconsideration of the denial of his claim by our Claims Division's Settlement Certificate No. Z-5813, dated March 30, 1976.

The Settlement Certificate disallowed Mr. Van Sant's claim for additional compensation allegedly due from the General Services Administration (GSA) incident to his employment with Irving Bowman and Associates (IBA) on a GSA construction project in Elkins, West Virginia.

The record indicates that pursuant to the construction supervision provisions of a contract between GSA and IBA, Mr. Van Sant was, with the approval of GSA, hired by IBA to provide construction supervision services for GSA on the Elkins project. Mr. Van Sant's appointment was effective July 15, 1975, and he was instructed by GSA to report on this date. The record indicates that Mr. Van Sant did report to work on July 15, 1975. According to Mr. Van Sant he worked a total of 11 hours that day for which he was not paid. He claims GSA owes him additional compensation for this work.

The evidence of record does establish that GSA did request Mr. Van Sant to report to work on July 15, 1975, and while Mr. Van Sant was employed on the project he worked under the general supervision of GSA's Construction Engineer. However,

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there is no evidence of record to indicate that Mr. Van Sant was anything other than an employee of IBA. There is no evidence to indicate that he was employed by GSA. This being the case, we must concur with the position taken by our Claims Division that there is no contractual relationship or privity with the United States Government upon which Mr. Van Sant's claim can be based. It would appear that the only legal claim that Mr. Van Sant has would be against his employer, IBA.

Accordingly, denial of the claim is sustained.

Deputy

R. F. Kellin
Comptroller General
of the United States