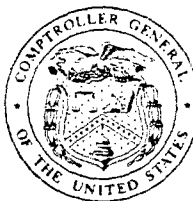


DECISION



11913 PL-1 Mr. Honde11
**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

FILE: B-196004

DATE: November 2, 1979

MATTER OF: DeLoss Construction Company DLG03258

DIGEST:

[Propriety of Paying Invoices Not Covered by Purchase Order]

Where Government received benefit of services, even though dollar amount was in excess of procurement authority, payment may be made on quantum meruit basis since amount claimed is reasonable and procurement has been implicitly ratified.

AGC000008

An authorized certifying officer of the Bureau of Land Management (BLM), United States Department of the Interior, has requested our decision regarding the propriety of paying the invoices submitted by DeLoss Construction Company (DeLoss) for the rental of equipment with operators, pursuant to the Mojave Chub HMP Project, to modify the habitat of an endangered fish species.

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In November 1978, BLM made the determination that there was a need to modify the habitat of the Mojave Chub at Mort Soda, California. Prior to the dates in question, April 9 through May 11, 1979, there were two attempts to improve the habitat but, apparently due to adverse changes in the water and temperature at the site, each attempt was stopped. DeLoss was the contractor used for the first two attempts and was also selected for the third. However, due to an administrative error, BLM proceeded under the prior purchase order (No. CA-060-CT9-9) rather than issuing a new one for the third attempt. Moreover, after the project was completed, the BLM District Office received an invoice from DeLoss claiming \$26,902.75 for the services rendered, which was in excess of that Office's procurement authority (\$10,000).

*Environmental engineering
Endangered species
Land management
~~Quantum Meruit~~
Quantum meruit*

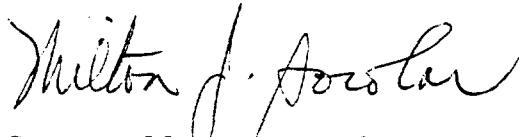
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Although the United States cannot be bound beyond the actual authority conferred upon its agents by statute or regulation, see United States v. Crance, 341 F.2d 161, 166 (1965), the courts and our Office have recognized that in appropriate circumstances payment may be made for services rendered on a quantum meruit basis (the reasonable value of work or labor), or for goods furnished on a quantum valebat basis (the reasonable value of goods sold and delivered). 40 Comp. Gen. 447, 451 (1961). Recognition of a right to payment on this basis, however, requires a showing (1) that the Government received a benefit and (2) that the unauthorized action has been expressly or impliedly ratified by authorized contracting officials of the Government. Defense Mapping Agency, B-183915, June 25, 1975, 75-2 CPD 15; The Singer Company, B-183878, June 20, 1975, 75-1 CPD 406.

Here the record indicates that the Government received a benefit from the performance of DeLoss. The amount of the invoice is considered reasonable, and an implied ratification may be inferred from the recommendation for payment by the Acting Chief, Branch of Procurement, at the Regional Office. The fact that the Acting Chief was advised by counsel that no ratification was permitted due to certain legal improprieties in the procurement (e.g., lack of mandatory contract provisions) is no bar to relief. B-169557, May 4, 1970.

Accordingly, payment on a quantum meruit basis for the amount claimed may be allowed if otherwise proper and correct.



For The Comptroller General
of the United States