

**DECISION**

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

**FILE:** B-212968

**DATE:** April 10, 1984

**MATTER OF:** Bellinger Shipyard

**DIGEST:**

Payment for work authorized by a government official without contracting authority may be made on a quantum meruit/quantum valebat basis where the government received a benefit and the price charged was reasonable.

Bellinger Shipyard requests our review of the denial of its claim for \$57,043 by the Department of the Navy. The claim is for repairs to a Naval research barge.

In 1982, Bellinger was awarded a contract to perform certain repairs to the barge during its two pre-scheduled restricted availability periods, each of which was approximately 1 month long. Three weeks before the barge's second availability period, the barge ran aground in the Bahamas, sustaining an unknown amount of damage to its hull. Several days before the barge docked for the scheduled repairs, the contracting officer's technical representative at Bellinger's facility in Jacksonville, Florida, asked the firm whether it would be possible to perform both the additional and scheduled repairs during the 4 weeks (December 20, 1982, to January 18, 1983) in which the barge would be docked. On the strength of Bellinger's belief that performance of all repairs was possible within the short time limit, the technical representative thereafter instructed Bellinger to undertake the additional repairs as well as those previously scheduled. While the urgent need for the repairs was discussed with the contracting officer in Bethesda, Maryland, before the barge docked, at no time before or during the performance of the additional repairs did Bellinger or the technical representative seek the formal authorization of the contracting officer.

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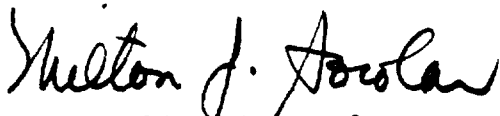
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Upon Bellinger's request for payment for the additional repairs, the Navy determined that payment would be inappropriate under Defense Acquisition Regulation § 1-407 (Ratification of Unauthorized Commitments) because the amount exceeded \$50,000. In addition, the Navy denied relief under Public Law 85-804 (Extraordinary Contractual Relief). The contracting officer informs us that he believes payment is appropriate, however, on a quantum meruit basis.

While 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 (8th Cir. 1965), the courts and this Office have recognized that in appropriate circumstances payment may be made 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 (1961). The right to payment under those theories is predicated on the theory that the government should not retain a benefit without paying for it. TMG & Partners, Architects, B-206077.2, June 4, 1982, 82-1 CPD 576. This relief may be provided only where there is a showing that the government received a benefit from the services or materials. Planned Communications Services, Inc., B-191476, May 31, 1978, 78-1 CPD 408.

There is no dispute here that the government received a benefit as the Navy notes that the barge was committed to a very tight schedule and that delays in the barge's availability due to the grounding could have been very costly to the government. In addition, the contracting officer agrees that Bellinger should be paid and confirms that funds are available. Finally, the Navy believes that the \$57,043 price for work performed is fair and reasonable.

Therefore, we conclude that payment of the \$57,043 claim on a quantum meruit basis may be made.

for   
Comptroller General  
of the United States