

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

May 16, 2006

GSBCA 16780-RELO

In the Matter of FRANK H. BAGLEY

Frank H. Bagley, Vandenberg Air Force Base, CA, Claimant.

Shirley L. Autry, Deputy Director, Finance, United States Army Corps of Engineers Finance Center, Millington, TN, appearing for Department of the Army.

HYATT, Board Judge.

Claimant, Frank H. Bagley, was transferred by the U.S. Army Corps of Engineers under orders issued in May 2005. His household goods were shipped via Government bill of lading (GBL) from Clarkson, Washington, to Altoona, Pennsylvania, where they arrived on June 30, 2005. While Mr. Bagley's household goods were in transit, he accepted another Government position in California, and he changed the destination of his household goods shipment from Altoona, Pennsylvania to Bradford, New Hampshire.

Mr. Bagley states that he negotiated with the carrier and the carrier agreed to ship his household goods from Altoona to Bradford for the amount of \$273.26, which is what he agreed to pay. The carrier shipped the goods to Exeter, New Hampshire and billed the Corps of Engineers the amount of \$281.12. The carrier then subcontracted with a local carrier to transport claimant's household goods the rest of the way to Bradford for the amount of \$511.55, which was also invoiced to and paid by the Corps of Engineers. The Corps has required Mr. Bagley to reimburse it for the extra expenses associated with transporting his household goods from Altoona, Pennsylvania to Bradford, New Hampshire via GBL.

Discussion

Mr. Bagley challenges the additional charge for the local carrier to move his household goods from Exeter to Bradford, stating that this was not the deal he arranged with the carrier and asserting that he should not be required to pay this additional amount. He believes that the carrier, by charging more than the \$273.26 he agreed to with it has defrauded the Government and, in turn, himself. He further points out that he was never consulted about the carrier's decision to contract with another vendor to move his goods from Exeter to Bradford, and if he had been, he would have arranged to transport the goods the final seventy miles himself to save the expense.

The Corps' response is simply that under the Joint Travel Regulations (JTR), the Corps was responsible for paying for the leg from Washington to Altoona, Pennsylvania. The additional expenses incurred to transport Mr. Bagley's household goods to New Hampshire are his financial responsibility. JTR C5154-F.2.

The Corps is correct. Although Mr. Bagley may have had an agreement with the carrier, it is not the Corps' responsibility to enforce that agreement. An analogous situation is described in *David O. Garner*, GSBCA 15631-RELO, 01-2 BCA ¶ 31,637. There, the employee independently obtained a "guaranteed" price quote for the transportation of his household goods from the same company that the Government selected to transport the goods by GBL, although apparently the employee was not aware that the Government had selected this company to ship his household goods. The mover transported the household goods via GBL, at a rate that exceeded the rate quoted to Mr. Garner. It was determined that the shipment weighed more than 18,000 pounds, the maximum amount for which the Government may pay. The Government then required Mr. Garner to reimburse it for the proportionate share of the cost attributable to the weight in excess of 18,000 pounds. Mr. Garner objected to the amount he was billed, stating that his proportionate share of the cost of transporting excess weight should be based upon the lower overall rate he had negotiated with the mover. The Board held that since the agency had properly reimbursed the mover under the GBL, it was the employee's responsibility to seek an adjustment from the carrier to reflect the contractual agreement he had entered into. *Id.*, accord, *Daniel J. Swart*, GSBCA 15664-RELO, 0 1-2 BCA ¶ 31,641.

The rationale of the *Garner* decision is controlling here. We have no evidence that the mover charged rates that were inappropriate under the GBL. Mr. Bagley's complaint is that the moving company's charges were inconsistent with the separate arrangement he had made with that company. Under these circumstances, the Corps is entitled to collect the amount it was charged for the distance between Altoona and Bradford, New Hampshire. Mr. Bagley must seek redress from the carrier. As we pointed out in *Garner*, the Board has no authority to resolve that dispute.

Decision

The claim is denied.

CATHERINE B. HYATT
Board Judge