

Board of Contract Appeals  
General Services Administration  
Washington, D.C. 20405

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September 28, 2004

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GSBCA 16449-RELO

In the Matter of SCOTT E. JONES

Scott E. Jones, Benton City, WA, Claimant.

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

**PARKER**, Board Judge.

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Background

The United States Army Corps of Engineers transferred Scott E. Jones from Clarkston to Walla Walla, Washington, in October 2003. Transportation of Mr. Jones' household goods was to be accomplished by Government bill of lading. When the movers arrived to pack Mr. Jones' household goods, they refused to work because the house was not clean. According to the agency, the movers stated that there was chicken, duck, pig, and goat feces all over the floors and furniture, and hay and straw strewn throughout the house. Mr. Jones admits that the house was dirty but states that the agency's description was highly exaggerated. According to Mr. Jones, "there was some tracking of straw in throughways on the floor coming from our back door," but "no feces on our furniture, household goods, nor all over our floors."

Mr. Jones ultimately moved the household goods himself and was reimbursed for the charges he incurred in doing so. The moving company, however, billed the Corps \$709.80 for the unsuccessful packing attempt, and the Corps charged Mr. Jones for that amount. Although Mr. Jones has already reimbursed the Corps, he has asked the Board to review the Corps' decision to bill him for the unsuccessful packing attempt. Alternatively, Mr. Jones requests, if he is found to be responsible, that the bill be reduced to \$118.30, the amount he says that a local moving company would have charged.

Discussion

It is axiomatic that a transferred employee is obligated to provide packers and movers engaged through a Government bill of lading with reasonable access to the household goods that are to be transported. Because the employee's cooperation is assumed, it follows that the Government's obligation to transport the employee's household goods to the new duty station, see 41 CFR 302-7 (2003), does not include paying additional charges for failed attempts to perform the contracted-for services due to the employee's failure to provide reasonable access. Such charges are the responsibility of the employee, not the Government.

In the context of this case, reasonable access means the ability to enter the premises and perform the contracted-for services in a reasonably safe and healthy environment. Mr. Jones effectively failed to provide the movers with reasonable access because of the admittedly unclean conditions that existed when the movers came to pack Mr. Jones' household goods. Although there is some disagreement as to the extent of the mess/infestation, it is clear that Mr. Jones has not effectively rebutted the Government's determination that unsafe and/or unhealthy conditions existed at his residence.

Mr. Jones maintains that he complied with the agency's written preparation instructions because there was nothing in the instructions concerning the cleanliness of floors, and the instructions required only that the items of personal property be free of soil or pest infestation. This argument misses the point, however. As explained above, Mr. Jones failed to provide the movers with reasonable access to the household goods.

Mr. Jones requests that, if he is found to be responsible for the cost of the unsuccessful packing attempt, the bill be reduced to \$118.30, the amount he says that a local moving company would have charged. We decline to reduce the \$709.80 charge, which is the actual amount charged by the moving company and incurred by the Government. There is no evidence in the record to indicate that the amount is unreasonable.

### Decision

The claim is denied.

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ROBERT W. PARKER  
Board Judge