



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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November 20, 2009

CBCA 1673-RELO

In the Matter of ORVILLE DARVIN MESSER

Orville Darvin Messer, Fort Worth, TX, Claimant.

Anne Schmitt-Shoemaker, Deputy Director, Finance Center, United States Army Corps of Engineers, Millington, TN, appearing for Department of the Army.

**SOMERS**, Board Judge.

Claimant, Orville Darvin Messer, is an employee of the United States Army Corps of Engineers (USACE). He has asked the Board to review the agency's denial of his request for reimbursement for expenses incurred during a permanent change of station move.

Background

In June 2009, Mr. Messer formally accepted a position located in Fort Worth, Texas, with the USACE. Mr. Messer sold his house and needed to move his household goods (HHG). When the agency advised Mr. Messer that it would take three to four weeks to arrange a government move, Mr. Messer asked about the possibility of moving his HHG himself. An agency representative advised Mr. Messer that he could personally move his HHG, so long as he provided evidence in the form of weight tickets in order to document the total weight of his HHG.

Mr. Messer states that, in reliance upon the advice he received from the finance office, he elected to move his HHG using his two personally owned vehicles. Mr. Messer commenced travel on June 24, 2009, prior to receiving a written travel authorization. Mr. Messer's travel authorization, dated June 26, 2009, provided for Mr. Messer to move using a government bill of lading (GBL). Mr. Messer apparently did not receive his official travel authorization until he reported for duty in Fort Worth, Texas, on July 6, 2009, at which

time he discovered that the orders only authorized shipment of HHG by GBL. Mr. Messer believes that the orders incorrectly reflected the guidance that he had received from the finance office concerning his entitlements. Mr. Messer believes that he should be reimbursed on a “commuted rate” basis.

Soon after reporting to his position in Fort Worth, Texas, Mr. Messer submitted a travel voucher, seeking reimbursement for \$36 in weight scale fees, \$73.50 for HHG storage, and an unspecified amount for transporting 4680 pounds of HHG 980 miles from Leburn, Kentucky, to Fort Worth, Texas. He provided certified weight documents and receipts in support of his voucher.

The agency paid Mr. Messer’s claim for his actual expenses of \$109.50, but otherwise denied the claim. Claimant sought review of the agency’s determination from this Board, and requests that the agency reimburse him in the amount of \$4680, one dollar for each pound of HHG moved.

Based upon an inquiry from the Board, the agency submitted an affidavit from the logistics management specialist who handled Mr. Messer’s move.<sup>1</sup> The specialist stated that, prior to issuing the travel authorization, she compared the costs of a GBL move to a commuted rate move using the schedule established by the General Services Administration (GSA). Based upon her analysis, she determined the estimated cost for the GBL move, calculated on the basis of the maximum allowable weight limit of 18,000 pounds, would be \$18,505.03 for 18,000 pounds, while the cost for a commuted rate move would be \$27,705.93.<sup>2</sup> The specialist confirmed that she requested Mr. Messer provide weight tickets, but denied that she informed Mr. Messer that he would be reimbursed using the commuted rate schedule.

### Discussion

\_\_\_\_\_The authorizing statute provides that a transferring employee shall be reimbursed the expenses associated with the transportation of HHG to the new duty location. 5 U.S.C. § 5724(c) (2006). The regulations, prescribed by the GSA in the Federal Travel Regulation

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<sup>1</sup> Although the Board offered Mr. Messer an opportunity to respond to the agency’s supplemental submission, he elected not to do so.

<sup>2</sup> Upon receipt of the actual weight tickets, the specialist conducted a second calculation of costs. Based upon an actual weight of 4680 pounds moved, the specialist concluded that the GBL move would cost \$5835.41, while a move using the commuted rate would be \$8477.30.

and supplemented by the Department of Defense in the Joint Travel Regulations (JTR), recognize two primary means for transporting a relocating employee's HHG to the new duty station. Under the "commuted rate system," the employee makes his own arrangements for transporting HHG and is reimbursed by the Government in accordance with the schedule of commuted rates set by the GSA. 41 CFR 302-7.13(a) (2008). Under the "actual expense method," the Government normally assumes complete responsibility for shipping the goods under a GBL. *Id.* 302-7.301(a). The agency conducts a cost comparison to determine which method is more economical. If the GBL method of transportation is authorized, and the employee chooses to make his or her own arrangements, the employee will be paid the actual costs incurred, not to exceed what the Government would have incurred under a GBL. *Id.* 302-7.13-15; JTR C5160.

Here, the agency properly denied Mr. Messer's claim for additional reimbursement. In accordance with the regulations, the agency properly conducted a cost comparison before issuing the travel authorization and determined that it would be more economical to use the GBL method of transportation. *See, e.g., Terry Beck*, GSBCA 14590-RELO, 98-2 BCA ¶ 29,969. Even if Mr. Messer received erroneous advice, as he alleges, it is well established that erroneous advice cannot serve as a basis for expanding his entitlements. *Gene Kourtei*, CBCA 793-RELO, 08-1 BCA ¶ 33,724 (2007). The regulations only permit Mr. Messer to be reimbursed for his actual costs incurred.

#### Decision

The claim is denied.

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JERI KAYLENE SOMERS  
Board Judge