



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

November 21, 2019

CBCA 6526-TRAV

In the Matter of EDWARD G. DAVIDSON

Edward G. Davidson, Johns Creek, GA, Claimant.

Cleo Anderson, Counsel, Defense Contract Management Agency, Department of Defense, Smyrna, GA, appearing for Department of Defense.

DRUMMOND, Board Judge.

Claimant, Edward Davidson, is an employee of the Defense Contract Management Agency. In May 2019, the agency issued temporary duty (TDY) orders to claimant to attend training in Virginia from May 6 to May 15, 2019. Claimant's travel orders identified the TDY location as "Richmond, VA," despite the training site being located outside the Richmond city limits in Chesterfield County.¹ The maximum lodging rate for Chesterfield County is \$94. Claimant made his hotel arrangements through FedRooms and, as a result, booked lodging at a hotel located in Richmond, at the maximum daily lodging rate specified for Chesterfield County (\$94). During the intervening weekend of his TDY (May 11 and 12), claimant chose to travel to Washington, D.C., where he stayed at a hotel for two nights at a daily rate of \$145.15, for a total of \$290.30, before returning to complete the final week of his training in Chesterfield County.

¹ The agency has produced maps that show the training site is located in Chesterfield County, not Richmond. Claimant has produced no persuasive evidence to rebut the agency's evidence.

After returning from his TDY, claimant submitted a travel voucher² to the agency for payment. Claimant requested, inter alia, reimbursement of \$290.30 for the Washington hotel expenses for May 11 and 12. The agency reimbursed claimant for his lodging expenses in Washington at the maximum lodging rate specified for Chesterfield County, leaving a difference of \$102.30.

Claimant contends that the agency should reimburse him for the Washington lodging expenses at the maximum lodging rate authorized for Richmond because his travel orders stated Richmond was his TDY location. He points to Joint Travel Regulations (JTR) 0203, which states in relevant part that “[i]f a traveler obtains lodging outside the area covered by the locality rate for the TDY location because of personal preference or convenience, then per diem is limited to the maximum lodging rate prescribed for the TDY location.” The agency argues claimant is only entitled to the maximum lodging rate for Chesterfield County on May 11 and 12.

Discussion

In reviewing claimant’s claim, we rely on both the Federal Travel Regulation (FTR) and the JTR. The FTR limits the agency’s reimbursement of travel costs to what is “necessary to accomplish [the agency’s] mission in the most economical and efficient manner.” 41 CFR 301-70.1(a) (2018) (FTR 301-70.1(a)). The JTR applies inasmuch as it does not conflict with the FTR. *Michael P. Strand*, CBCA 5776-TRAV, 18-1 BCA ¶ 36,993, at 180,160.

A claimant bears the burden of proof when it comes to establishing entitlement to reimbursement. *Renee Cobb*, CBCA 5020-TRAV, 16-1 BCA ¶ 36,240, at 176,819 (citing *Gary Twedt*, GSBCA 16905-RELO, 06-2 BCA ¶ 33,433, at 165,744); *see also Amy Andress*, CBCA 757-TRAV, 07-2 BCA ¶ 33,636, at 166,585 (claimant must establish all elements of his or her claim). There is no dispute that claimant is entitled to TDY benefits on May 11 and 12. The issue is whether claimant is entitled to be reimbursed for his two nights in Washington at the maximum lodging rate specified for Richmond or Chesterfield County.

Claimant argues, with some justification, that he received incorrect information about his TDY location and which per diem rates would apply. However, the error is irrelevant here, as only the travel regulations determine the amount of claimant’s entitlement where no independent authority for such reimbursement exists. *Ken S. Stoner*, CBCA 945-TRAV,

² The agency paid claimant’s lodging expenses at the maximum rate authorized for Chesterfield County.

08-1 BCA ¶ 33,818, at 167,397. The FTR provides that the maximum per diem reimbursement rates will be determined by the TDY location. FTR 301-11.7. As observed in *Jonathan Toy*, CBCA 5383-TRAV, 16-1 BCA ¶ 36,501, at 177,849, the guidance provided on the General Services Administration's per diem website is consistent with the FTR and correctly says that "reimbursement is based on the location of the work activities." It is undisputed that claimant's training occurred in Chesterfield County, not Richmond. The agency correctly determined that claimant had failed to establish entitlement to the additional lodging expenses.

Decision

Claimant is not entitled to additional reimbursement.

Jerome M. Drummond
JEROME M. DRUMMOND
Board Judge