



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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August 22 2012

CBCA 2803-TRAV

In the Matter of LEN A. GULDENPFENNIG

Len A. Guldenpfennig, Davenport, IA, Claimant.

Nannette M. Ramsey, Site Manager, Rock Island Arsenal, Department of the Army, Rock Island, IL, appearing for Department of the Army.

**STERN**, Board Judge.

Background

Claimant was issued a travel authorization by the Department of the Army (Army) to travel for official business from Rock Island, Illinois, to Washington, D.C., on August 29, 2011, and then to Edgewood, Maryland, on August 31, 2011, before returning home on September 2, 2011. Claimant was required to attend business meetings in Falls Church, Virginia, on August 30 and 31, 2011, and in Edgewood, Maryland, on September 1, 2011. Rental car expenses were authorized as part of the travel orders. Claimant was to fly into Reagan Washington National Airport and to depart from Baltimore Washington International Airport.

Claimant initially stayed in a hotel in Washington, D.C., and on the mornings of August 30 and 31, 2011, drove his rental car from the hotel to the location of his meeting in Falls Church, Virginia, a distance of approximately nine miles. On the evening of August 30, 2011, claimant drove back to his hotel, and on the evening of August 31, 2011, claimant drove to Edgewood, Maryland, to conduct business at that location on September 1, 2011.

On August 31, 2011, claimant was unable to stay at the hotel in Edgewood where he had a reservation because of a power outage related to Hurricane Irene. Claimant found alternate lodging in Baltimore, Maryland. According to claimant, this hotel was unavailable on the final evening of his temporary duty, September 1, 2011. Claimant states that he was unable to find another hotel in the Edgewood area at the per diem rate (\$84). Claimant states that the lowest rate he was able to find in that area was \$110 per night. Claimant also states that he directly contacted five hotels in an effort to locate one within the per diem rate. Claimant located a room in Largo, Maryland, at a rate of \$99 per night. Claimant called his supervisor, who approved his stay at this hotel, though the rate was \$15 in excess of the per diem rate. The Army filed a sworn statement by an employee who states that five rooms in the Edgewood area were available at another hotel, for the evening of September 1, at the government per diem rate.

Subsequent to the travel, claimant filed a claim for reimbursement of his travel expenses. The Army denied the following:

1. \$84 of parking expenses incurred by claimant on August 30 and 31, 2011, at the hotel in Washington, D.C.
2. \$26 in estimated fuel costs that claimant incurred on August 30 and 31, 2011.<sup>1</sup> This denial is based on the Army's estimate that claimant drove twenty-four unnecessary miles in the rental car commuting between the Washington, D.C., hotel and the place of his business meetings in Falls Church, Virginia, and forty-nine unnecessary miles between Edgewood and Largo, Maryland, where claimant stayed the night of September 1, 2011.
3. \$16.65 for the extra cost of lodging (\$15 above the per diem amount plus \$1.65 tax) incurred by claimant on September 1, 2011.

Claimant seeks reimbursement of the withheld amounts.

### Discussion

As a civilian employee of the Army, claimant is subject to the provisions of both the Federal Travel Regulation (FTR) and the Joint Travel Regulations (JTR). The FTR authorizes the payment of travel expenses, including parking fees, essential to the transaction of official business. 41 CFR 301-2.2, -10.2, -10.304 (2011). The FTR guides us by the general rule that a traveler must exercise the same care in incurring expenses as

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<sup>1</sup>

The Army recently authorized a payment of \$7.58 of this amount to claimant as a result of its discovery of its own mathematical error.

a prudent person would exercise if he or she were on personal business. 41 CFR 301-2.3. Lodging is reimbursable up to a pre-set lodging reimbursement rate and approval of lodging expenses above that amount (up to a maximum of 300%) is authorized. 41 CFR 301-11.30.

Claimant stayed in a hotel in Washington, D.C., while on business in Falls Church, Virginia. The per diem rates established by the General Services Administration include Falls Church within the Washington, D.C., area. There is no allegation that claimant sought amounts above the authorized lodging per diem rate. However, claimant also paid \$84 for parking at the hotel, plus claimant had to drive nine miles between the hotel and his business meetings for two days. The Army asserts that hotels closer to the place of claimant's business in Falls Church were available with free parking. There is no credible evidence in the record showing that this assertion is correct. Further, the Army has made no showing that appellant did not act prudently in choosing a hotel in Washington, D.C. Merely because the Government is able to find a hotel which may result in lesser costs to the Government than the one chosen by a traveler does not prove that the traveler was not prudent.

The Army also seeks to disallow \$16.65 for the cost of lodging by claimant in Largo, Maryland. Claimant states that he called five hotels in the area that were closer to his business in Edgewood, Maryland, but that none of them had availability within the lodging per diem. Claimant received his supervisor's approval to stay in Largo, Maryland, at a hotel at \$15 (plus tax) above the per diem rate. The Government has submitted an affidavit stating that one of its employees was able to locate hotels near Edgewood that were within the per diem rate. Again, we find this evidence insufficient to prove that claimant's efforts in locating a hotel were not prudent.

To permit the Army to deny payment on such a claim would place in question every choice made by a government traveler if a detailed search located just one property that may have been available at a location closer to the place of business or at a lesser cost.

### Decision

The claim is granted. Claimant is entitled to be reimbursed the \$126.65 previously withheld.

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JAMES L. STERN

Board Judge