

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

April 19, 2002

GSBCA 15800-RELO

In the Matter of RICHARD D. GRULICH

Richard D. Grulich, Madison, AL, Claimant.

Robert M. D'Errico, Director, Resource Management, Transatlantic Programs Center, United States Army Corps of Engineers, Department of the Army, Winchester, VA, appearing for Department of the Army.

DeGRAFF, Board Judge.

Claimant challenges the agency's decision that his household goods weighed in excess of 18,000 pounds. Because claimant has not established that the agency's determination of the weight of his household goods was erroneous, we deny the claim.

Background

Richard D. Grulich is an employee of the United States Army Corps of Engineers. In late February 2000, the Corps transferred Mr. Grulich from Washington, D.C., to a new duty station in Huntsville, Alabama. Mr. Grulich's travel authorization provided that he was authorized to ship 18,000 pounds of household goods to his new duty station at the agency's expense, and the agency hired a moving company to transport those goods. The moving company charged the Corps \$8342.37 for transporting 27,560 pounds of household goods. The charge was supported by a bill of lading, a scale ticket, and two certified automated truck scale weight tickets. The bill of lading shows that the net weight of Mr. Grulich's household goods was 27,560 pounds. The scale ticket, which is for one of two shipments, shows a gross weight of 11,480 pounds, a tare weight of 8060 pounds, and a net weight of 3420 pounds. Regarding the second shipment, one of the certified automated truck scale weight tickets shows a weight of 63,000 pounds and the other shows a weight of 38,860 pounds, for a net weight of 24,140 pounds. The net weight of the shipment shown on the scale ticket (3420 pounds) plus the net weight of the shipment shown on the weight tickets (24,140 pounds) is the same as the net weight shown on the bill of lading (27,560 pounds).

After the Corps paid the moving company's charges, it informed Mr. Grulich that he was responsible for reimbursing the Corps for charges attributable to the weight of his household goods in excess of 18,000 pounds. The Corps determined that 18,000 pounds

made up 65.32% of the total weight of the shipment and that the excess weight of 9560 pounds made up 34.68% of the shipment. The Corps billed Mr. Grulich \$2893, which is 34.68% of the amount that it paid to the moving company.¹

Mr. Grulich contends that the documentation provided by the Corps does not establish that his household goods actually weighed 27,560 pounds. He explains that he told the Corps that his copy of one of the certified automated truck scale weight tickets was illegible, so a Corps employee wrote the weights on the ticket for him. In addition, he says that the scale ticket originally showed a gross weight of 8060 pounds and was altered to show a gross weight of 11,480 pounds. He concludes that the alteration of the scale ticket and the handwriting on the weight ticket render the agency's determination of weight void. He reaches the same conclusion regarding the bill of lading because the driver's signature is illegible. In addition, Mr. Grulich questions whether his goods actually weighed 27,560 pounds because someone told him before he moved that his goods were approximately 2000 pounds overweight and he subsequently disposed of quite a few heavy items.²

Discussion

If Mr. Grulich's household goods weighed 27,560 pounds, he is responsible for the costs attributable to the weight in excess of 18,000 pounds. The federal statute that governs Mr. Grulich's claim provides that when an agency transfers an employee from one permanent duty station to another in the interest of the Government, the Government is responsible for the costs of transporting and storing not more than 18,000 pounds net weight of the employee's household goods. 5 U.S.C. § 5724(a)(2) (2000). This statutory limitation is implemented in the Federal Travel Regulation, which applies to all civilian employees of the Federal Government, and in the Joint Travel Regulations, which apply to civilian employees of the Department of Defense. 41 CFR 302-8.2(a) (2000); JTR C8000-A (Jan. 1, 2000). Because the Government cannot pay for moving any more than 18,000 pounds of household goods, the employee whose goods are moved is responsible for reimbursing the Government for the costs attributable to any weight in excess of 18,000 pounds. 41 CFR 302-8.3(b)(5).

The agency's determination regarding the weight of Mr. Grulich's household goods is based upon the documentation contained in the record. The net weight shown on the bill of lading is 27,560 pounds. This is the same as the sum of the net weight shown on the scale ticket (3420 pounds) and the net weight shown on the certified automated truck scale weight tickets (24,140 pounds). In order to convince us to set aside the agency's determination, Mr. Grulich must show clear and substantial evidence of error or fraud. Ira A.C. Peets, GSBCA 15294-RELO, 00-2 BCA ¶31,058; Douglas V. Smith, GSBCA 14655-RELO, 99-1

¹ The Corps was slightly generous to Mr. Grulich in its calculations ($9560 \div 27,560 \times \$8342.37 = \$2893.80$). We leave it to the agency to decide whether to ask Mr. Grulich for the additional amount.

² In his reply to the agency's submission, Mr. Grulich mentions that some of his belongings were lost by the moving company. This Board lacks the authority to resolve a claim for loss or damage resulting from a move. Mr. Grulich will have to pursue his loss claim within his agency. Theodore D. Sergent, GSBCA 14859-RELO, 99-2 BCA ¶ 30,495.

BCA ¶ 30,171 (1998); Robert G. Gindhardt, GSBCA 14288-RELO, 98-1 BCA ¶ 29,405 (1997); Jayme A. Norris, GSBCA 13663-RELO, 97-2 BCA ¶ 29,049. Mr. Grulich says that we should doubt the reliability of one of the certified automated truck scale weight tickets because a Corps employee wrote on the document, of the scale ticket because he says it was altered, and of the bill of lading because the driver's signature is unclear.

Because we do not share Mr. Grulich's doubts about the reliability of the documents used by the Corps to establish the weight of his shipment, we do not find the clear and substantial evidence needed in order to set aside the agency's determination that his household goods weighed 27,560 pounds. Although a Corps employee wrote on an unclear copy of one of the of the certified automated truck scale weight tickets, this is immaterial to our resolution of the claim because the copies of both of the tickets in our record are perfectly clear. Turning to the scale ticket, we see in the box showing the gross weight of the vehicle that both "8060 Lb" and "11480 Lb" are typed or printed one on top of the other and "11480" is handwritten above those two figures. The only figure printed in the box showing the tare weight of the vehicle is "8060 Lb" and the net weight is handwritten as 3420 pounds. The manner in which Mr. Grulich reads the ticket would have it say that both the gross weight and the tare weight are 8060 pounds, which makes no sense if the vehicle was loaded. It seems likely that "8060 Lb" was printed or typed by mistake in the box showing the gross weight, and that the handwritten "11480" in that box was meant to show that the gross weight of the vehicle was 11,480 pounds, which is consistent with the sum of the 8060 pound tare weight and the 3420 pound net weight. Finally, even though the driver's signature on the bill of lading is unclear, this does not establish that the information contained in the bill of lading is inaccurate. Many signatures, including several affixed to documents contained in our record, would be indecipherable without a typed name beneath them. Poor penmanship does not constitute clear and substantial evidence of error or fraud.

Mr. Grulich also says that someone told him before the move that his goods were approximately 2000 pounds overweight, and that he disposed of several heavy items. Such an approximation, however, does not establish the actual weight of Mr. Grulich's household goods. An estimate does not overcome the evidence provided by the bill of lading, the scale ticket and the weight tickets. Helene Mikes, GSBCA 15374-RELO, 00-2 BCA ¶ 31,138; Ira A.C. Peets; Douglas V. Smith; Jayme A. Norris.

Because the statute provides that agencies will pay for shipping no more than 18,000 pounds of goods, Mr. Grulich is liable for the cost of shipping 9560 pounds of household goods.

The claim is denied.

MARTHA H. DeGRAFF
Board Judge