



Comptroller General  
of the United States

Washington, D.C. 20548

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## Decision

Matter of: George M. Karmis

File: B-250002

Date: August 26, 1993

### DIGEST

An employee whose household goods are authorized to be moved by the GBL (actual expense) method incident to his transfer but who chooses to make his own arrangements to move his goods rather than use the low cost GSA-approved commercial mover may be reimbursed his verifiable actual costs not to exceed what the low cost commercial mover would have charged the government. However, where the employee's claim for actual expenses is supported only by a receipt for a cash payment he indicates he made to a friend to move the goods, and without a certified weight certificate, the claim is too doubtful to be paid.

### DECISION

stated that he elected to ship his own goods with reimbursement to be based on actual costs incurred. This decision is in response to a request for an advance decision as to whether Mr. George M. Karmis, an employee of the Department of Energy, may be reimbursed the costs he claims he incurred in moving his household goods incident to a transfer of official duty station.<sup>1</sup> We agree with the agency that the cash receipt and uncertified weight statement submitted by Mr. Karmis are not sufficient to support reimbursement of the expense he claims.

### BACKGROUND

In April 1991, Mr. Karmis was authorized movement of his household goods in connection with a change of official station from Westford, Massachusetts, to Argonne, Illinois. In accordance with the stated agency policy to use the "actual expense method (Government Bill of Lading), for shipment of household goods whenever possible in the interest of the Government," the agency obtained a cost comparison from the General Services Administration. This comparison showed that it would be substantially less expensive for the agency to ship Mr. Karmis's goods via the

\$1,950. Truck - \$1,000. (HMO 16) Fuel - \$135.

<sup>1</sup>The question was submitted by the Authorized Certifying Officer, Chicago Field Office, Department of Energy.

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lowest cost commercial carrier, using a Government Bill of Lading (GBL), than to authorize Mr. Karmis to arrange movement of his goods himself and be reimbursed under the commuted rate schedule.

The agency reports that before Mr. Karmis moved from Massachusetts to Illinois, he made specific inquiries of agency officials about agency requirements for his move. He told agency officials that he had a friend who had a moving business on the side, and he planned to use his friend to move his household goods. When an agency official advised him about the agency's requirements to be reimbursed his expenses if he did so, he twice inquired about what would happen if he lost all of his receipts. He stated that when he previously worked for the Department of Defense and lost his receipts, he was reimbursed on the basis of a statement he produced. The agency official replied that Mr. Karmis would not be reimbursed on that basis by DOE, and that certified weight certificates and verifiable receipts for other costs incurred were required. The agency official advises that Mr. Karmis stated that the receipts from his friend would be on company receipts/letterhead. He also advised the agency that he estimated that his household goods weighed about 6,000 pounds.

In view of this information, Mr. Karmis's transfer order stated that he elected to ship his own goods with a supporting reimbursement to be based on actual costs limited to the lowest cost available to DOE by van lines, \$2,237.73 for Mr. Karmis's estimated 6,000 pounds of household goods. The order also stated that receipts were necessary for all expenses to be reimbursed. In addition, Mr. Karmis was furnished an agency relocation booklet specifically describing the documentation required for reimbursement of self-movers. The documentation included a weight ticket of the truck before it is loaded, properly described, dated and signed by an authorized weighmaster, and a similar weight ticket for the truck after it is loaded.

Subsequently, Mr. Karmis submitted a claim for reimbursement of \$1,950 for the expense of moving his household goods. The claim was supported by a cash receipt form with no company designation on it, dated August 7, 1991, and signed by John F. Kawka, whom Mr. Karmis states is the friend who performed the move. The form indicated that \$1,950 had been received in cash from Mr. Karmis for "Moving household goods from Leminster, Ma. to Wheaton, Il." An accompanying plain sheet of paper, also signed by Mr. Kawka and dated August 7, 1991, indicated: "Flat rate move - Boston to Chicago \$1,950. Truck \$1,000 (Hino 16") Fuel - \$185 Labor - \$765 rt \$19.00 hr." No further supporting documentation was furnished.

been shown to be the case here that no adequate available.

The agency declined to authorize reimbursement on the basis of this documentation, and advised Mr. Karmis that he must have a proper weight certificate from a certified weighmaster or certified scale identifying the vehicle and showing its gross and tare weights. He was also requested to furnish additional documentation of expenses incurred and information concerning the move.

In a reply memorandum, Mr. Karmis stated that the receipt from Mr. Kawka represented a "flat rate move" estimate negotiated with the mover, and that it is 15 percent below the agency's lowest cost estimate of \$2,237.73 for a move from Massachusetts to Chicago.

In addition, Mr. Karmis provided a weight certificate in the form of an invoice of the Westmore Supply Company, Lombard, Illinois, completed and signed in pencil by Mr. Kawka and dated August 15, 1991. This certificate indicates the weight of Mr. Karmis's goods to be 6,240 pounds, which he noted is close to his 6,000-pound estimate and to computations of weight he arrived at by multiplying the size of the storage space and truck space he said his goods occupied by 7 pounds per cubic foot.<sup>1</sup> However, although the invoice is stamped with a Westmore Supply Company seal, there were no stamped machine weights on the invoice, separate weight tickets, or a weighmaster's signature and, thus, it does not meet the agency's requirements for a supporting weight certificate. It is less than the estimate received for shipment by the lowest cost carrier.

In view of the doubts presented by the lack of a certified weight certificate and supporting documents required by the agency, the certifying officer submitted the matter to us for a decision as to whether the documentation Mr. Karmis submitted is sufficient to justify payment of the \$1,950 he claims.

#### ANALYSIS

When an agency determines that an employee's household goods are to be moved under the GBL method incident to the

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<sup>1</sup>Mr. Karmis also referred to the move as a "Commuted Rate Shipment." As noted, however, the agency authorized the move under the GBL (actual expense) method, not the commuted rate method.

<sup>2</sup>This refers to a method of computing household goods weight authorized by regulation, if no adequate scale is available, whereby "properly loaded van space" is multiplied by 7 pounds per cubic foot. FTR § 302-8.2(c)(3). It has not been shown to be the case here that no adequate scale was available.

employee's transfer and the employee chooses to move them himself, his reimbursement for the expense of moving is limited to "actual expenses" not to exceed what it would have cost the government to move the goods by the low cost commercial carrier under a Government Bill of Lading (GBL) in one lot from one origin to one destination. See Federal Travel Regulation (FTR), 41 C.F.R. § 101-40.203-2(b) and (d); Michael L. Smiley, B-225189, Dec. 9, 1988.

As noted above, the agency specifically advised Mr. Karmis in advance of the move that this would be the basis on which any reimbursement would be determined. It also specifically advised him of its requirements for proper receipts and weight certificate.

In this case, as indicated above, Mr. Karmis stated that he arranged with a friend to move his goods for a \$1,950 fee which Mr. Karmis indicates he paid the friend in cash. While reimbursement of such charges is not categorically barred,<sup>4</sup> such an arrangement where the mover is not a commercial mover raises obvious questions as to whether an actual arms-length transaction occurred. See, e.g., Michael L. Smiley, B-226189, supra. In such a case it is appropriate to require complete documentation before payment may be authorized.

Also, while Mr. Karmis argues that his claim should be allowed since it is less than the estimate the agency received for shipment by the lowest cost commercial carrier, that cost estimate, as noted above, was based on Mr. Karmis's estimate of the weight of his goods and is subject to later verification of actual weight shipped. While Mr. Karmis argues that the certificate he furnished meets the intent of the regulations and indicates a weight close to his estimate, an accurate weight certificate is necessary to determine the maximum limitation on reimbursement since weight is a major determinant in computing what the low cost commercial carrier actually would have charged the government to move the goods. In view of the emphasis the agency put on the necessity for obtaining such a certificate in pre-move discussions with Mr. Karmis and in the detailed handbook furnished him, and considering that the shipment moved between two major metropolitan areas where numerous certified weighing facilities are no doubt available, we find it inexcusable that he did not obtain such a certificate.

<sup>4</sup>Where the facts were sufficiently clear, we have allowed reimbursement for a reasonable amount paid to a friend for his labor loading and parking an employee's household goods. See Faustino W. Lopez, B-232600, Aug. 3, 1989.

Therefore, in view of the lack of a certified weight certificate and other documentation requested by the agency, we agree with the agency's determination that the record is insufficient to support payment. Accordingly, payment on Mr. Karmis's \$1,950 claim is disallowed.

*James F. Hinchman*

*for* James F. Hinchman  
General Counsel

specifically barred by the regulations on was not discretion. The authorization in the travel order showing of that discretion, and thus, the employee's orders were valid when issued, and valid travel. It not be retroactively, amended to be to increase or