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BY THE COMPTROLLER GENERAL

Report To The Honorable Michael D. Barnes House Of Representatives

RELEASED

OF THE UNITED STATES

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GSA Found Lax In Enforcing Leases On Westwood Complex

The General Services Administration has been reluctant to exercise the Government's right to secure maintenance and services required in the leases on the Westwood Building and Annex, Bethesda, Maryland. Maintenance problems have persisted since 1973 when General Services negotiated the right to extend the leases to 1983.

General Services has now resolved the fire-safety problems, but GAO concludes that General Services should enforce the Government's contractual rights more effectively.

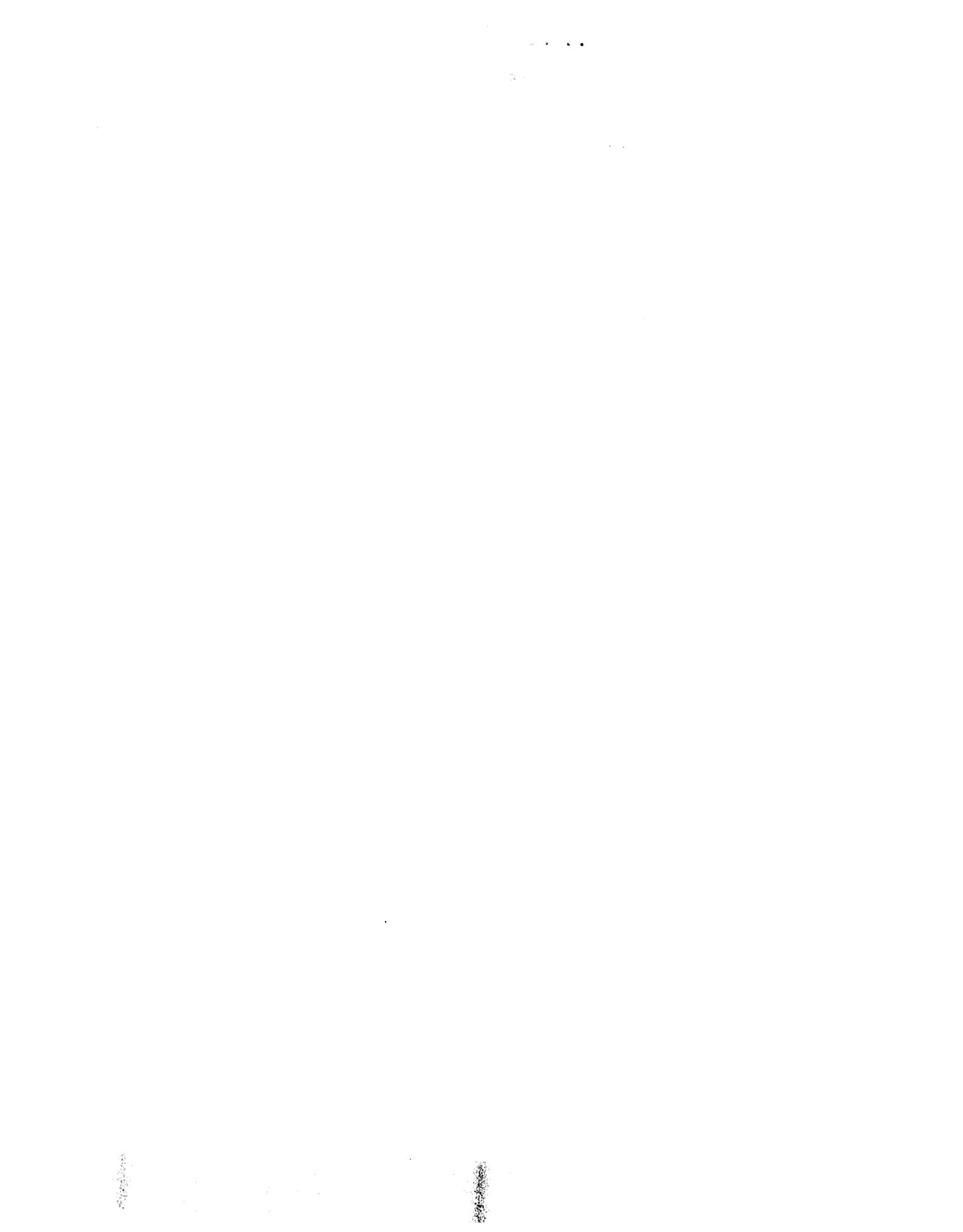


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LCD-80-42
APRIL 7, 1980





COMPTROLLER GENERAL OF THE UNITED STATES
WASHINGTON, D.C. 20548

B-196464

The Honorable Michael D. Barnes
House of Representatives

Dear Mr. Barnes:

This report responds to your July 23, 1979, request in which you asked if we could do anything to encourage the General Services Administration to enforce the maintenance provisions of the Westwood Building lease with the lessor, Westwood Joint Venture. Your office also asked us to review General Services' administration of the leases.

As you requested, we included and evaluated comments from the Administrator of General Services and the lessor. As you agreed, unless you publicly announce its contents earlier, we plan no further distribution of this report until 10 days from the date of the report. At that time, we will send copies to the Administrator of General Services and make copies available to others upon request.

Sincerely yours

A handwritten signature in black ink, appearing to read "Thomas R. Staats".

Comptroller General
of the United States



COMPTROLLER GENERAL'S
REPORT TO THE HONORABLE
MICHAEL D. BARNES
HOUSE OF REPRESENTATIVES

GSA FOUND LAX IN ENFORCING
LEASES ON WESTWOOD COMPLEX

D I G E S T

The General Services Administration which leases the Westwood complex for Government use, the National Institutes of Health which occupies the complex, and the lessor have continually disagreed over maintenance responsibilities. The disagreements over firesafety problems call for the most urgent resolution. A recent fire inspection identified numerous violations, including faulty fire doors on eight floors of the Westwood Building and seven floors of the Annex. (See p. 4.)

General Services has now determined responsibility for repair of the fire doors and other violations and has taken or is taking action to have the violations corrected. The lessor has also been required to equip elevators with an automatic recall system. These actions, when completed, should improve the safety of the Westwood buildings. (See p. 8.)

Government leases for real property contain a general provision that if the lessor fails to provide any service, utility, maintenance, or repairs required under the lease, the Government has the right to secure the services, utilities, maintenance, or repairs and to deduct the cost from the rent. However, General Services' efforts to secure required maintenance and cleaning services for the Westwood Building and Annex have been ineffective. (See p. 9.)

Congressman Barnes described his observations of the maintenance deficiencies in the Westwood complex in a July 23, 1979, letter to the Administrator of General Services and

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expressed the hope that General Services could make some change in its lease enforcement, rather than attack problems on a piecemeal basis. (See p. 1.) While General Services had some problems corrected, its reply to the Congressman did not propose any change in enforcement of lease provisions. (See p. 3.)

Seven times from February 1973 to August 1979, General Services informed the lessor that it would exercise the Government's right to secure services and deduct the cost from the rent. But it has not done so. In 1975 and again in 1977, the National Institutes of Health suspended rental payments to General Services because the lessor failed to provide building services required in the leases. (See pp. 10 to 11.)

General Services should more aggressively discharge its responsibility to enforce leases and ensure that public funds are not used to pay for services that have not met or do not meet contract requirements. (See p. 14.)

General Services contends that it has enforced the leases aggressively and, together with the lessor, believes that deficiencies have been corrected within a reasonable time, but that many problems in the Westwood complex are due to overcrowding and discontented occupants. (See pp. 12 to 13.) However, GAO used the General Services' record of independent building inspections as a basis for this report. That record did not attribute service and maintenance deficiencies to overcrowding or occupants' discontent. (See p. 13.)

The Administrator of General Services should direct the contracting officer for the two Westwood building leases to enforce the Government's contractual rights more effectively. (See p. 14.)

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ABBREVIATIONS

GAO	General Accounting Office
GSA	General Services Administration
HEW	Department of Health, Education, and Welfare
NIH	National Institutes of Health



CHAPTER 1

WESTWOOD BUILDING AND ANNEX LEASES

The General Services Administration (GSA) leases two adjoined buildings, the Westwood Building and Westwood Annex in Bethesda, Maryland (see p. 2), from the Westwood Joint Venture for \$827,701 and \$279,498 a year, respectively. GSA bills the tenant, the National Institutes of Health (NIH), Department of Health, Education, and Welfare (HEW), at a standard level user rate of \$1,338,040 a year for the Westwood Building and \$464,176 a year for the Annex. NIH has occupied these buildings, which contain about 170,000 and 58,100 square feet of net usable space respectively, since the buildings were constructed in the 1960s. NIH now has about 1,100 employees in the two buildings. GSA exercised its option to renew the two leases for a 5-year period ending May 15, 1983, because of the buildings' very low rental rates, sizes, and location in the vicinity of the NIH reservation in Bethesda, Maryland.

GSA's property management regulations set forth certain responsibilities. The lessor is responsible under the leases for maintaining the premises in good repair and tenantable condition except in case of damage by Government employees. GSA is responsible for enforcing the lease provisions. The tenant is responsible for obtaining the cooperation of its employees in appropriate use of the premises.

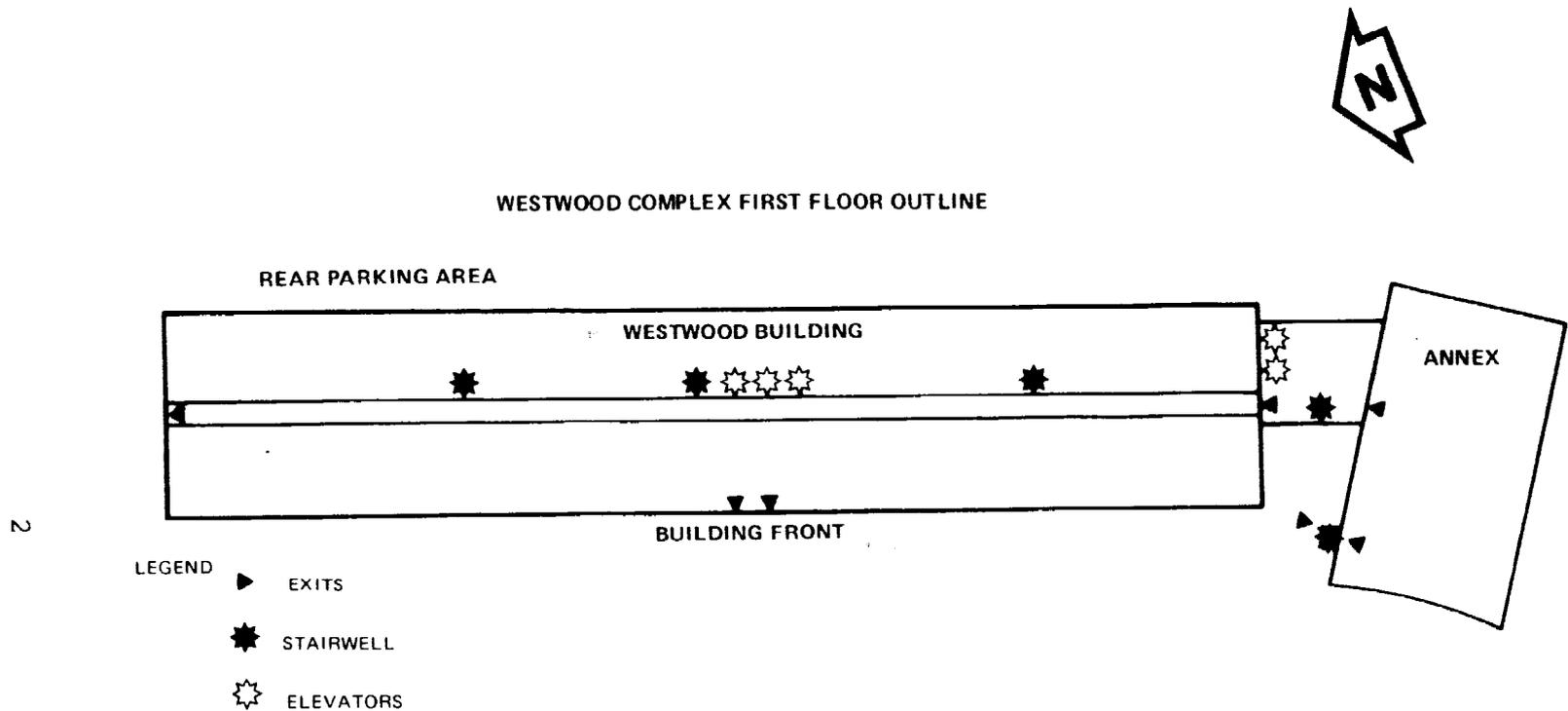
CONGRESSIONAL CONCERN ABOUT BUILDING SERVICES AND GSA'S REPLY

In a July 23, 1979, letter to the Administrator of General Services, Congressman Michael D. Barnes described his observations of maintenance deficiencies in the Westwood buildings and expressed his hope that GSA could make some change in its lease enforcement, rather than attack the problems on a piecemeal basis. (See app. I.) Congressman Barnes also wrote us on the same day asking if we could do anything to encourage GSA to enforce the maintenance provisions of the lease. (See app. III.) We were also asked to review GSA's administration of the leases.

GSA informed Congressman Barnes on August 24, 1979, (see app. II) that:

--It had been working with the lessor to correct the deficiencies.

WESTWOOD COMPLEX FIRST FLOOR OUTLINE



SOURCE: NATIONAL INSTITUTES OF HEALTH, Space Management Branch

--Most of the problems cited had been corrected as indicated on an enclosed factsheet.

--GSA and HEW had agreed to establish a faster reporting procedure to deal with routine maintenance problems. Because the awkward and ineffective reporting procedure in the past caused delay in dealing with such problems, GSA's buildings manager was not made aware of them.

While some of the cited problems have been corrected, GSA's reply does not suggest what change can be made in its enforcement of the lease provisions to correct all the problems and to minimize their recurrence other than to establish a faster reporting procedure. A faster reporting system might shorten the response time for sudden outages, such as lights or restroom supplies. However, most deficiencies observed by Congressman Barnes at the Westwood Building and Annex, such as a fire door which operated erratically, exposed wiring, damaged ceiling tiles, and poor ventilation and cleaning, had little to do with the speed of the reporting procedures. HEW no longer agrees that the reporting system is at fault.

As discussed in chapter 3, we believe GSA needs to take more effective action to require continual compliance with lease provisions by the lessor.

SCOPE OF REVIEW

We reviewed GSA's lease administration and enforcement policies and procedures and GSA, HEW, and NIH records pertinent to the leases and services at the two Westwood buildings over the last 5 years. We interviewed GSA, HEW, NIH, and Montgomery County fire department officials concerning building services and conditions, such as firesafety, maintenance, cleaning, and parking. We included and evaluated comments from GSA and the lessor.

CHAPTER 2

DELAYS IN RESOLVING FIRESAFETY PROBLEMS

Of the continuing disagreements among GSA, NIH, and the lessor over maintenance responsibilities, the fire-safety problems, in our opinion, call for the most urgent resolution. GSA has now determined responsibility for these firesafety violations, such as faulty fire doors, and has taken or is taking action to have them corrected.

The Federal Property Management Regulations require, in part, that GSA supply workspace that

- provides all reasonable precautions to avoid accidental injuries, fires, or exposure to potential occupational diseases;
- provides total building safety levels that equal or exceed the Occupational Safety and Health Act of 1970 and the nationally accepted model health, safety, fire, and building codes;
- allows emergency forces to accomplish their mission without undue danger; and
- provides additional safety against property damage or mission impairment appropriate to the value and importance of the type of Federal activities which are involved.

Occupant agencies also are required to maintain good housekeeping practices and ensure that their activities and operations conform to the objectives.

Under the applicable codes and ordinances clause of the leases, the lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated.

FAULTY FIRE DOORS AND OTHER VIOLATIONS

GSA's reply to Congressman Barnes recognizes that the ninth floor fire door between the Westwood Building and Annex is a continuing problem and states that NIH employees drive mail carts into the door to push it open. However, the fire department has recently identified faulty fire doors which do not close and latch properly on eight floors of the main building and seven floors of the annex and other violations.

In July 1976 GSA buildings management specialists inspected the buildings and reported that all the fire doors between the main building and annex needed rehangng, replacing, or repairing. GSA contracted with the lessor to remove, repair, and reset the fire doors and jambs between the buildings by May 26, 1977, for \$3,900--half to be paid by GSA and half by the lessor. The contract required all structural work to be guaranteed for a minimum of 1 year. In February 1978 GSA's buildings manager notified the Space Management Division of his inspection prior to lease renewal in May 1978 and reported a need to repair or replace the roof and to replace doors and jambs between the main building and annex with heavy duty doors.

On August 6, 1979, the lessor informed GSA's Regional Commissioner that it had fixed the fire doors on the upper floors many times but they would continue to be broken by NIH employees who drove messenger carts into them. Therefore, the lessor stated it was not responsible to maintain the doors. GSA's area manager informed the Regional Commissioner that NIH had been advised to provide a work authorization to cover repairs to the ninth floor door and to assure that further damage did not occur. NIH space management officials told us that NIH would not pay for further fire door repair because the doors were not properly repaired and reset in 1977.

The Montgomery County Department of Fire and Rescue Services inspected the buildings on November 5, 1979, and notified the lessor and GSA of numerous fire violations in the two buildings. In addition to ordering the repair of faulty stairwell doors on 8 floors of the Westwood Building and 7 floors of the Annex, the department ordered correction of various hazards, including a gas leak in the meter room, flammable liquids stored in the meter room, 9 emergency lights in need of repair, 42 fire extinguishers in need of servicing, and trash and other material to be removed from 13 locations within 180 days.

Agency and lessor comments

GSA commented on our draft report on January 24, 1980, and gave us its area manager's report on the current status of the firesafety deficiencies. The area manager reported that:

- The fire doors on the annex side of the stairwell between the buildings had been repaired, and the fire doors on the main building side were being repaired.
- The gas leak in the meter room had been repaired on November 5, 1979, the same day as the Montgomery County department's inspection, and the flammable liquids had been removed the following day.
- The lessor had solicited bids to repair the nine emergency lights.
- The 42 fire extinguishers had been serviced.
- The lessor and tenant agency were removing the trash and other material.

The lessor also informed us of the above actions.

In our draft report, we proposed that the Administrator of General Services direct the contracting officer to

- require immediate correction of violations determined to be the responsibility of either the lessor or the tenant and
- determine which party is responsible for correcting any violations in dispute, such as faulty fire doors, and require prompt correction.

GSA's Regional Administrator said that GSA had given both the lessor and the tenant agency written notice of the violations which each was responsible to correct and, as indicated above, some violations had been promptly corrected and the remaining violations were being corrected.

The area manager reported that GSA had determined that the lessor was responsible for repairing the fire doors on the annex side of the stairwell between the two buildings, and the lessor had adjusted and repaired them. The Regional Administrator told us that GSA determined that the expense of repairing the fire doors on the main building side of the stairwell would be shared by GSA and the lessor because the tenant's employees damaged the doors. The area manager reported that the latter fire doors were being reset in cinder block walls so that the repairs should be complete and permanent.

GSA said that while all health and safety hazards had been removed, some would probably reappear and could be minimized by greater cooperation among the agency, GSA, and the lessor. We agree.

ELEVATORS TO BE UPGRADED

The lease states that all elevators should conform to the requirements of the current edition of the American Standard Safety Code for Elevators, Dumbwaiters, and Escalators.

In an April 3, 1975, accident and fire prevention survey report, GSA recommended that, in all lease renewals and renegotiations, its Space Management Division have both buildings' alarm signals connected to a central station service and require the lessor to upgrade the elevators with an automatic recall system and two-way communication to meet emergency operating requirements. The lessor has a contract for central station fire alarm service, but the elevators have not been upgraded.

Agency and lessor comments

In our draft report, we proposed that the Administrator of General Services direct the contracting officer to implement GSA's firesafety recommendation that the elevators be upgraded. According to the Regional Administrator, GSA can only require the lessor to meet GSA's revised safety standards when a lease is renegotiated but not when GSA exercises renewal options as it did under the Westwood building leases in April 1978. GSA said that Montgomery County recently lifted a moratorium which it had placed a few years ago on the requirement that elevators be equipped with an automatic recall system, so that the lessor will now have to bring the Westwood buildings' elevators into compliance with the requirement. A Montgomery County Department of Fire and Rescue Services official confirmed GSA's explanation about the moratorium and said that his department would soon notify the lessor to install the recall system within a year.

On February 5, 1980, the lessor told us that it had not received any notice to install the recall system. But, if it receives such a notice, it will install the system. On February 28, 1980, the Department of Fire and Rescue Services notified the lessor to install an approved recall system by October 1, 1980.

CONCLUSIONS

GSA has determined responsibility for repair of the fire doors and other violations and has taken or is taking action to have the violations corrected. We believe these actions, when completed, should improve the safety of the Westwood buildings.

CHAPTER 3

INEFFECTIVE EFFORTS TO SECURE REQUIRED MAINTENANCE AND CLEANING SERVICES

GSA's efforts to secure required maintenance and cleaning services for the two Westwood buildings have been ineffective. GSA informed the lessor seven times, from February 1973 to August 1979, that it would exercise the Government's right to secure required services and deduct the cost from the rent. However, it has not done so. GSA should more aggressively discharge its responsibility to see that public funds are not used to pay for services that have not met or do not meet contract requirements.

LEASE PROVISIONS FOR SECURING SERVICES

Government leases for real property contain a general provision entitled "Failure in Performance" which states that if the lessor fails to provide any service, utility, maintenance, or repairs required under the lease, the Government has the right to secure the services, utilities, maintenance, or repairs and to deduct the cost from the rent.

GSA's lease administration policies say that the lessor's failure to perform under the terms of a lease is not necessarily justification for terminating the lease, but prompt action should be taken to correct deficiencies rather than to permit them to accrue until the lease expires. The policy statement also says that withholding of rent by the Government for the performance of a lessor's obligation is a discretionary matter which should be exercised with great caution and reasonableness and should not be arbitrary or capricious. In all cases, such action should be taken only upon concurrence of the regional counsel.

Where the lessor fails to provide services, utilities, or maintenance in accordance with the terms of the lease, GSA must give the lessor a written notice of the failure and the need for compliance. Under emergency conditions, the lessor may be informed orally with confirmation in writing. Should the lessor fail to correct the deficiency within a reasonable time and upon reasonable request(s), upon concurrence of the regional counsel, the Government will either take action to have the work performed and withhold the cost from the rent or suspend the entire rent until there is satisfactory compliance. A

GSA official in the General Counsel's office said that, while there is no actual count, GSA has rarely exercised the Failure in Performance clause. The Regional Administrator estimated that GSA's National Capital Region had exercised the clause about 12 times in recent years.

REPEATED EFFORTS TO SECURE SERVICES

As far back as February 1973, GSA informed the lessor that it would withhold rental payment unless measures were taken to provide normal maintenance and necessary repairs in accordance with the lease. GSA pointed out that its joint inspection with NIH disclosed, among other deficiencies, that the roof leaked and numerous corridor doors between the two buildings did not close properly and were in dire need of repair. The lessor informed GSA on March 13, 1973, that most of the repairs and cleaning had been done and the remaining repairs would be done.

On June 5, 1975, NIH advised GSA that it was withholding the fourth-quarter rental payment to GSA for the two Westwood buildings because of the lessor's failure to provide necessary maintenance and building services in accordance with the terms of the leases. NIH agreed to release its rental payment after a June 26, 1975, meeting with GSA officials who assured NIH that GSA would have the lessor correct the longstanding problems.

GSA advised the lessor in two letters on August 31, 1976, that the Government would exercise its rights to secure services and deduct the cost from rental payments and would respond with further action at its disposal to correct cleaning and other deficiencies. GSA's first letter stated that repeated complaints and numerous GSA inspections had developed into a long history of continuous cleaning problems without corrections being made or followed through to completion and that the situation violated the leases. GSA's second letter further informed the lessor of its failure to meet lease requirements in specific areas of maintenance, repair, and replacement in the two buildings despite GSA's repeated attempts to work with the lessor's office to correct the deficiencies.

The lessor notified GSA on September 22, 1976, that it had corrected or would correct its share of the deficiencies but that quite a few of the items were not its responsibility. After reinspecting the buildings in November 1976, GSA again informed the lessor that the Government would withhold the rent unless the remaining deficiencies, which were the lessor's responsibility, were corrected.

On June 10, 1977, NIH again informed GSA that (1) it was withholding the third-quarter rental payment to GSA for the two buildings because of the lessor's failure to maintain and provide building services in accordance with the terms of the leases and (2) it would continue to withhold payments until the matter was satisfactorily resolved. NIH also withheld the fourth-quarter rental payment to GSA on July 20, 1977. NIH met with GSA on August 2, 1977, and was assured that GSA would have the lessor correct any deficiencies under the lessor's responsibility. NIH told us that the rental payments were released shortly afterwards.

On June 9 and July 17, 1978, GSA notified the lessor that it would withhold the rent if the lessor did not correct the remaining deficiencies, which were the lessor's responsibility and had been outstanding since August 1976, and a list of additional deficiencies found during GSA's May 1978 inspection. The lessor replied on June 20 and July 27, 1978, identifying the deficiencies that had been or would be corrected and stated that the water-stained walls would be repainted after the roof was repaired.

On May 25 and again on July 27, 1979, GSA asked the lessor for a copy of its janitorial contract so that GSA could see whether its cleaning requirements conformed to the cleaning requirements in the lease. GSA told us that the lessor refused its requests saying that the cleaning contractor must do what is required in the lease.

GSA informed the lessor on August 21, 1979, that the cleaning contractor had said that he was not paid enough to supply daytime custodial services in the Westwood Building and Annex as in the other buildings, such as the Westwood Towers. GSA said that daytime custodial service was unsatisfactory since it consisted of answering recorded complaints. GSA warned the lessor that, if the requested services were not provided, the Government would provide the services and deduct the cost from the rent.

The lessor's reply to GSA claimed that daytime custodial service was provided. The lessor referred to a longstanding history of illegitimate and abusive complaints, use of unauthorized appliances, and a longstanding record of property abuse by the occupants, such as jarring doors, stuffing toilets with paper towels, and stopping up sinks. The lessor stated that it managed eight Government buildings in the Washington area and the Westwood buildings were the only ones with such complaints and problems.

AGENCY AND LESSOR COMMENTS
AND OUR EVALUATION

The lessor told us that the draft portions concerning the lessor were accurate but, overall, they left an erroneous impression that the lessor did not correct the problems until GSA sent it a warning letter. The lessor said that, except for an abnormal delay experienced in getting bids from roofing contractors, it corrected the deficiencies brought to its attention within a reasonable time. The lessor showed us a January 25, 1980, letter from an NIH section chief highly praising the quality of the painters' work. The lessor believed that GSA's repeated warning about withholding rent in its written requests to improve some service was a standard practice because GSA had included the same warning in some notices received on other buildings. The lessor believes that NIH has more people in the Westwood complex than the space should accommodate and that the overcrowding probably accounts for restroom supplies running out so quickly and for the difficulty in doing adequate cleaning with so much storage and material in the way. The lessor feels that the Westwood complex occupants are particularly difficult tenants because they feel deprived by being located off the NIH reservation and do everything they can to show their dissatisfaction.

GSA's Regional Administrator took strong exception to the implication that GSA was not pursuing vigorous lease enforcement. According to the Regional Administrator:

--GSA is aggressive in its lease enforcement and there are extenuating circumstances in administering these leases.

--As long as the lessor attempts to remedy deficiencies, taking over cleaning services or withholding rent is not in the Government's best interest because an appeal of such action would take 2 to 3 years to resolve and in the meantime the lessor's performance would probably worsen.

--Employees' complaints and obvious abuse of the space probably are as much related to other organizational problems as they are to the physical space. The tenant agency's utilization rate is probably higher than the buildings were designed to accommodate so that the overcrowding and the material stored in the passageways make cleaning both more difficult and expensive for the lessor.

Although we did not analyze the space utilization rate, we had no indication from GSA officials or their records during our fieldwork to support GSA's and the lessor's opinion that overcrowding may account for cleaning and restroom supply deficiencies. The maintenance and cleaning deficiencies disclosed in our report were mainly those reported in GSA's building inspections. We trust that the GSA inspectors based their reports on independent, personal observations of conditions in the Westwood complex without influence from any unfounded complaints.

We were not suggesting that GSA withhold rent as long as the lessor attempted to remedy deficiencies. However, GSA records indicated that the lessor was not making a satisfactory attempt to remedy deficiencies promptly. For example, in June and July 1978, GSA notified the lessor that, upon rechecking the list of deficiencies identified in August 1976, GSA had found remaining deficiencies, which were the lessor's responsibility, at various locations throughout the buildings.

While GSA's warnings to the lessor that it would exercise its right to secure services and deduct the cost from the rent have the appearance of aggressive lease enforcement, they did not succeed in attaining enforcement as evidenced in GSA's issuance of repeated notices. In our opinion, the fact that an appeal of a Failure in Performance action may take 2 to 3 years to resolve is not sufficient justification to tolerate noncompliance with lease requirements. In this regard, the GSA Leasing Division notified all Public Buildings Service Regional Commissioners in a March 17, 1977, memorandum on lease contract enforcement that:

- The right which the Failure in Performance provision establishes in the Government should be exercised judiciously; however, not enforcing the Failure in Performance provisions, when necessary, is tantamount to giving up a right and benefits without consideration.
- No contracting officer has the authority to allow nonperformance.
- In that situation, positive contract enforcement is required; otherwise, the contracting officer is guilty of nonfeasance.

CONCLUSIONS

GSA's efforts to secure maintenance and cleaning services for the Westwood Building and Annex have been ineffective. This situation is evidenced by GSA's and the tenant agency's recurring determinations of substandard and unsatisfactory maintenance and cleaning and the history of GSA's warnings to exercise the leases' Failure in Performance clause without effective followthrough.

GSA should more aggressively discharge its responsibility to see that public funds are not used to pay for services that have not met or do not meet contract requirements. The Government has a contractual right to secure satisfactory services and maintenance, but GSA has indicated its reluctance to exercise this right.

RECOMMENDATION

We recommend that the Administrator of General Services direct the contracting officer for the two Westwood building leases to enforce the Government's contractual rights more effectively.

MICHAEL D. BARNES
5TH DISTRICT, MARYLAND

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July 23, 1979

Admiral Rowland G. Freeman III
Administrator
General Services Administration
18th and F Streets, N.W.
Washington, D.C. 20405

Dear Admiral Freeman,

Recently I had the opportunity to pay a personal visit to a federal facility in Maryland's Eighth Congressional District, the National Institutes of Health Westwood Building, at 3555 Westbard Avenue in Bethesda, Maryland.

My visit was initiated after I had heard reports of inadequate maintenance, poor working conditions, and a general state of disrepair at the Westwood facility. The shocking maintenance deficiencies which I witnessed during my tour, however, far exceeded my expectations of the working conditions that had been previously described to me.

Among the deficiencies which I found at the Westwood Building were:

- . Restrooms that had been carelessly cleaned, with little or no ventilation; one with a sink full of water, apparently stopped up for several days; reports that some restrooms or parts of certain restrooms went uncleaned for long periods of time.
- . Exposed and loose electrical wiring, hanging from ceilings, or casually strung across offices in disregard of basic safety requirements; one electrical outlet located under a desk which gives shocks to the employee who works there; the employee told me that no action had been taken when this hazard was reported.
- . A printing facility downstairs with frighteningly inadequate ventilation; an air conditioner that had been out of operation for most of one year; a waste pipe running through the printing facility

Admiral Rowland G. Freeman III
page two
July 23, 1979

which emitted an offensive odor; a floor which was apparently rarely or never mopped; and little or no effort to equip the printing shop with adequate noise absorption features.

- . A computer room that went unvacuumed; a wall so loose in another part of the building that it is held up by pencils forced into its cracks; a hole in one floor covered up by a rug, right in the middle of an office walkway; walls in obvious need of repainting; floors that had gone for months without waxing.
- . Ceiling tiles on the top floor damaged a long time ago by a leaking roof (the roof has since been repaired). Though unsightly, these tiles should also be checked for asbestos content, as any damaged ceiling tiles with asbestos pose a potential health hazard.
- . A fire door on one of the upper floors which is erratic in its operation (sometimes it doesn't open) so it is sometimes propped open by employees; also a fire exit in the back of the building which requires a jump off a loading ramp of several feet.

I spoke at some length with representatives of the employees' association (WECOPS), who indicated that these and other maintenance problems had plagued the building for years. Despite the efforts of other congressional representatives and successful GSA intervention in some problems such as the leaking roof in the past, the overall conditions in the building are poor and a continuing problem of inadequate maintenance persists.

My hope in making this visit to the Westwood facility, and in writing to you, is that rather than attacking these problems on a piecemeal basis, some change can be made in GSA's enforcement of the lease with the Westwood Management Company to ensure that the provisions of the lease are adhered to. It is the assertion of the employees representatives that the lease is adequate; only that its enforcement has not been sufficient.

Admiral Rowland G. Freeman III
page three
July 23, 1979

The leases are GS 03-B-4862 (5-2-77) and GS PBS 03562 (2-16-62). The Executive Secretary of the Westwood Employees Committee on Problem Solving (WECOPS) is Donna Huber, who can be reached at 5113 Wapakoneta Road, Bethesda, Md. 20016, 496-7585. I am certain that the Employees Committee can provide you with more detailed information concerning maintenance deficiencies at the Westwood Building.

Incidentally, I raised these problems with Dr. Donald S. Fredrickson, Director of the National Institutes of Health, who readily acknowledged that indeed there was a severe maintenance problem at the Westwood NIH facility, and who expressed his opinion that a more aggressive approach by GSA might be a potential solution.

Any assistance that you can provide in this matter will be deeply appreciated. I stand ready to help in any way possible, and would be happy to meet with you or your representatives to discuss possible approaches to this problem.

Sincerely,

Michael D. Barnes

MDB:pdf
cc: Elmer Staats, Comptroller General

AUG 24 1979

Honorable Michael D. Barnes
House of Representatives
Washington, DC 20515

Dear Mr. Barnes:

Thank you for your letter dated July 23, 1979, addressed to Administrator R. G. Freeman III, concerning building maintenance at the Westwood Building in Bethesda, Maryland.

There have clearly been problems with cleaning service and maintenance in the Westwood Building; however, the General Services Administration (GSA), National Capital Region (NCR) officials have been working with the building owners to correct the deficiencies. In fact, most of the problems cited in your letter have been corrected. (A factsheet is enclosed.) In addition, the Regional Commissioner for the Public Buildings Service and his staff met with building owner representatives on July 27, 1979. There was a building inspection on July 31, 1979, and there have been several subsequent inspections.

I believe that the GSA Buildings Manager for the Westwood Building is aggressively pursuing all problems reported to him. However, in the past, routine maintenance problems which could have been dealt with on a timely basis often received no attention because the GSA Buildings Manager was not made aware of the problem(s). This unfortunate situation occurred because of an awkward and ineffective reporting procedure. This problem has been resolved.

I have discussed this matter with Mr. Frederick Bohen, Assistant Secretary for Management and Budget, Department of Health, Education, and Welfare; and we have agreed to establish a faster reporting procedure.

I appreciate your concern in this matter. If you have any further questions, please have a member of your staff contact Ms. Arlene Kierce, of my staff, on (202) 472-1466.

Sincerely,

[Signed] Walter V. Kallaur

WALTER V. KALLAUR
Regional Administrator

Enclosure

FACTSHEET

- There have been problems with the cleaning service; however, there is a new cleaning contractor who has just recently increased supervision and staffing. The Buildings Manager is working with the contractor and Westwood Management to achieve satisfactory ventilation and maintenance of the restrooms.
- The exposed wiring to which you refer resulted from unauthorized moving of computer equipment and associated wires and cable by NIH personnel. In rearranging the wiring, damage was done to some of the walls in the building. There is no danger to employees; however, this condition must be rectified. The Buildings Manager is working with NIH staff to schedule alterations and repairs.
- The electrical outlet which caused shock to an employee has been repaired.
- The printing facility has been inspected. The air-conditioning unit is working; however, this unit is not GSA's responsibility since it was installed by NIH which has a maintenance contract on the unit.
- The "waste pipe" is actually an outside water drainage pipe and does not carry waste. Some tree roots had become lodged in the pipe, creating an offensive odor. The pipe has been cleaned out, and one section has been replaced.
- The floor of the printing facility has been stripped and washed and waxed. The ink stains on the floor have been caused by improper disposal of inks; and NIH must submit a disposal plan for the inks, which are hazardous waste material. The plan must be implemented by September 25, 1979, under Maryland State law.
- GSA will be glad to process a request for acoustical changes to the printing room. NIH must submit a reimbursable work authorization for this work.
- NIH must submit a reimbursable work authorization for vacuuming in the computer room, since this requires a special procedure to clean underneath the raised floor.
- The wall "held up by pencils" will be fixed by Westwood Management Corporation. This situation was caused by damage to the walls.
- There is a ridge, which is covered by carpeting, in the floor of one office. This ridge was created when a wall over an expansion joint was removed. NIH advised GSA that the ridge was preferable to a saddle which would have filled that small gap. If NIH employees wish, they may request that the ridge be filled in.
- Painting is scheduled for the end of FY 79 or beginning of FY 80.

The floors were waxed in mid-May 1979, but they will be washed and rewaxed.

The ceiling tiles on the top floor will be replaced during the painting cycle. Please be assured that the tiles are made of nitro-cellulose and do not contain asbestos.

- There is a continuing problem with the fire door which connects the main building with the annex. NIH employees tape the latch so that the door will not lock and drive mail carts directly into the door to push it open. On one such occasion, the impact knocked off the door and the door jam. The Buildings Manager needs a reimbursable work authorization from NIH to repair this door.
- The "fire exit" in the back of the building is actually a loading dock, not a fire exit. The Buildings Manager has repeatedly requested that employees refrain from using these doors for access to the building. There is a door approximately 30 feet from the loading dock, but many employees insist on taking an unauthorized short cut.

MICHAEL D. BARNES
 6TH DISTRICT, MARYLAND

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July 23, 1979

The Honorable Elmer B. Staats
 Comptroller General of the United States
 Washington, D.C. 20548

Dear Mr. Staats,

The enclosed letter to the General Services Administration is self-explanatory. I have sent a copy to you in the knowledge that several years of congressional requests to GSA concerning the maintenance deficiencies at the Bethesda Westwood Building have not managed to bring sufficient official attention to bear on this serious, continuing problem.

Recently my legislative assistant, Dustin Finney, discussed this matter with Mr. Carmen Smarrelli of your office. If there is anything that the General Accounting Office can do to encourage GSA to enforce the maintenance lease with Westwood Management, I would be most appreciative.

Sincerely,

Michael D. Barnes
 Michael D. Barnes

MDB:pdf

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