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

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Dear Mr. Burke:

Your letter of April 1, 1971, requested our investigation of statements contained in a letter from David A. Bryant, Lieutenant, USN, concerning the conditions at the James Knox Polk Building (National Center Building No. 2) in Arlington, Virginia. This building was leased in January 1970 under a 20-year lease by the General Services Administration (GSA) for use by the Navy Department at an annual rental of \$1.2 million.

In December 1969 the President directed GSA to demolish the temporary Main Navy and Munitions Buildings on Constitution Avenue by the end of 1970. To comply with this directive, it was necessary to move about 12,000 Navy personnel into the James Polk Building and other leased buildings in Northern Virginia.

The James Knox Polk Building was occupied in July 1970, before construction was completed. At that time, such items as partitions, ceiling tile, baseboard, and light covers were not installed in all areas and painting was not complete.

Lieutenant Bryant stated that, in his view, the two most irritating deficiencies which had not been corrected were the insufficient lighting and the inability of the heating/air-conditioning system to provide reliable comfort.

The lease specifies that lighting in all office areas produce and maintain a minimum of 75 footcandles at desk level. In January 1971 the Navy Administrative Office prepared a list of 25 rooms in which lighting deficiencies existed. As of May 20, 1971, the deficiencies had been corrected in 22 of these rooms. Most of the corrections involved relocating existing fixtures, but in some rooms additional fixtures were required. A GSA leasing official told us that GSA would follow up on the corrections to be made in the remaining three rooms.

We visually inspected the lighting for about half the area on seven of the 12 floors and measured the lighting at desk level in 19 rooms, other than for those included on the Navy list, where there appeared to be insufficient lighting. In nine rooms,

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the lighting was equal to or exceeded the minimum lease requirement of 75 footcandles and in 10 rooms the lighting ranged from 35 to 70 footcandles. We furnished the GSA buildings manager with a list of the 10 rooms where the lighting did not meet the minimum lease requirements. A GSA leasing official told us that the building owner would be requested to correct the deficiencies.

The lease specifies that the heating system be capable of maintaining relative humidity at 35 percent plus or minus 5 percent during the winter months. In February 1971 the Navy Administrative Office received written complaints from the building occupants about the low relative humidity and temperature inconsistencies. According to Navy records the humidity was reported as low as 9 percent. The Administrative Office, by letter dated February 18, 1971, notified GSA of these problems. GSA, in turn, requested the lessor, by letters dated February 19, March 31, and April 12, 1971, to investigate and correct the temperature and humidity problems.

The GSA buildings manager told us that, during the summer of 1970, his office had received oral complaints from the building occupants about the high relative humidity and temperature inconsistencies. These complaints, according to the buildings manager, were brought to the attention of the lessor, and, even though the lessor had attempted to maintain proper temperature balance in the building, this problem had not been resolved.

In April 1971 the lessor notified GSA by telephone that he had awarded a contract to an engineering firm to survey the heating, air-conditioning, and ventilation system in the building and to prepare drawings and specifications for correcting the deficiencies.

The lease for the building requires the lessor, within 90 days after complete occupancy, to furnish GSA with a certification from a recognized engineering contractor that the building is in total balance for air conditioning, heating, and ventilation. At the time of our review, the lessor had not submitted this certification and GSA had not requested one. After we informed the GSA leasing official that the lease required that such a certification be submitted, he told us that it would be obtained.

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Lieutenant Bryant suggested that the lease be reviewed to determine whether the lessor should be paid for services not provided. The lease provides that, in the event of failure by the lessor to provide any services, utilities, maintenance, or repairs required by the lease, the Government has the right to secure such services, utilities, maintenance, or repairs and to deduct the costs from the rental payments.

GSA did not, under the above provision, incur any costs. Consequently, no deductions have been made from the rental payments. According to a GSA official, the lessor has taken action to remedy all deficiencies brought to his attention. To facilitate corrective action, the lessor recently assigned one of his employees, on a full-time basis, to handle all emergency complaints received from occupants of the three buildings in the National Center complex. He also increased the size of his maintenance staff.

We did not request the formal views of GSA on the contents of this report, nor did we release copies of the report to the agency.

Sincerely yours,



Assistant Comptroller General
of the United States

The Honorable James A. Burke
House of Representatives