

**ORDER**

4420.4

SPACE ACQUISITION



AUGUST 1, 1983

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

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FOREWORD

This order contains procedures and guidelines for the acquisition of space. Agency organizations acquiring space should use these procedures and guidelines to the greatest extent possible. Except as otherwise provided in this order, deviations must be approved by the Director, Acquisition and Materiel Service, ALG-1.



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Director, Acquisition and Materiel Service

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**CHAPTER 1. INTRODUCTION****SECTION 1. GENERAL**

100. **PURPOSE.** This order contains standards, procedures, and guidelines for implementing agency policy, and directives governing the acquisition of space for Federal Aviation Administration offices and facilities. Order 4600.15B, Policy for Real Estate Acquisition, prescribes agency policy for acquisition of space.

101. **DISTRIBUTION.** This order is distributed to division level in Washington headquarters, except to the branch level in Acquisition and Materiel Service; to division level in regions and centers, except to the branch level in regional Logistics Divisions, the Technical Center Administrative Systems Division, and the Aeronautical Center Procurement Division; and to all field offices and facilities.

102. **BACKGROUND.** This order consolidates pertinent material in Orders 4402.55A (Real Property) and 4660.1 (Real Property) and transfers the space requirements, programming and leasing to one handbook. This order also includes additional new material regarding the acquisition of space.

103. **DEFINITIONS.** Definition of common real property terms are contained in Appendix 1 of Order 4420.3, Land Acquisition.

104. **FORMS.** The forms prescribed for use by this order:

- a. FAA Form 4420-8, Analysis of Values Statement (Leased Space)
- b. Standard Form 2, U.S. Government Lease for Real Property
- c. Standard Form 2-A, General Provisions, Certification and Instructions
- d. Standard Form 2-B, U.S. Government Lease for Real Property (Short Form)
- e. GSA Form 144, Net Space Requirements for Future Federal Building Construction
- f. Standard Form 81, Request for Space
- g. GSA Form 1476, Space Requirements Worksheet
- h. GSA Form 4660-11, Cancellation Agreement
- i. FAA Form 4420-3, Corporate Certificate
- j. DOT Form F 4200.1, Procurement Request
- k. GSA Form 2972, Agency Request for Adjustment to FBF SLUC Billing
- l. Standard Form 1036, Statement and Certificate of Award

105. **APPLICABILITY.** The standards, procedures, and guidelines in this order apply to all organizational components of the agency concerned with the acquisition of space. The Metropolitan Washington Airports (AMA) shall apply the standards and procedures in this order at Washington National Airport and Dulles International Airport only in office space used by AMA facilities.

106. **AUTHORITIES.**

a. Under the Federal Aviation Act of 1958, as amended, the Secretary of Transportation is authorized to:

(1) Accept any conditional or unconditional gift or donation of money or other property, REAL or personal, or of services.

(2) Within the limits of available appropriations, to acquire by purchase, condemnation, lease, or otherwise, real property or interests therein; PROVIDED, that the authority granted shall not include authority for the acquisition of space in buildings unless the General Services Administration determines that the space to be acquired is to be utilized for the special purposes of the FAA.

b. Order DOT 1100.60, Department of Transportation Organization Manual, paragraph 147(a) delegates the authority to acquire real property to the Administrator of FAA.

c. Order 4405.1B, Delegation of Contracting Authority, redelegates the FAA Administrator's authority to purchase, rent, or lease real property coextensive with the authority granted to the FAA Administrator by statute, regulation, or delegation.

NOTE: This order, in effect, redelegates (to the Associate Administrator for Administration, Director, Acquisition and Materiel Service, Directors of Regions and Centers and Director, Metropolitan Washington Airports) all DOT and FAA authority for real property acquisition and the authority delegated by GSA for the leasing of space, with the authority to redelegate and authorize successive redelegations.

d. The General Services Administration, pursuant to the authorities vested in its Administrator through the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), has redelegated to the FAA certain authorities, with certain limitations, as follows:

(1) To acquire by lease, space in buildings, and land incidental thereto, when the following conditions are met (Federal Property Management Regulations, (FPMR) Subpart 101-18.104):

(a) The space may be leased at no rental, or for a nominal consideration of \$1.00 per annum; or

(b) When authority to lease has been requested and specific delegation has been granted by GSA; or

(c) The space is found to be wholly or predominantly used for the special purposes of FAA and is not generally suitable for the use of other agencies:

1 Aeronautical Center at Oklahoma City, OK.

2 Air Route Traffic Control Centers.

3 Garage space held under service contract.

4 Not more than 10,000 square feet of space at airports that is used predominantly as general purpose office space in buildings under the jurisdiction of public or private airport authorities.

e. In accordance with subparagraph d(1)(b) above, the General Services Administration, pursuant to the authorities vested in the Administrator through the Federal Property and Administrative Services Act of 1949, as amended, has redelegated to the Department of Transportation (DOT) certain authorities, with certain limitations, as follows:

(1) To extend long term leasing authority for all functions in connection with future leasing of special purpose and related space, and such space already under lease at the Aeronautical Center beginning April 13, 1970, for not more than 20 years (FPMR Temporary Regulation, D-21) to include the following:

(a) Administer existing lease.

(b) Construct by lease.

(c) Modify thereafter said lease and assign and reassign the space including the operation, maintenance, control, and protection thereof.

(d) By memorandum dated June 9, 1970, the Secretary of Transportation redelegated the authority to the FAA. Order 1100.5A, FAA Organization Region-Centers, paragraph 1501c, delegates to the Director, Aeronautical Center, 20-year leasing authority to perform all functions in connection with the leasing of space at the Aeronautical Center without specific limitations.

(2) To perform all functions in connection with the leasing of approximately 500,000 gross square feet of space at the FAA Technical Center, Atlantic City, New Jersey for a firm term of 20 years with renewal options for firm periods not to exceed 20 years as deemed appropriate by the Secretary of Transportation (FPMR Temporary Regulation D-62). By memorandum dated December 12, 1978, the Secretary of Transportation redelegated this authority to the FAA. On January 15, 1978, the FAA Administrator redelegated the authority to the Director of the Technical Center without the power to redelegate, and subject to the restrictions contained in the FPMR.

(3) By letter dated December 29, 1980, authorized the Secretary of Transportation to perform all functions pertaining to the acquisition of approximately 109,000 square feet of additional space at the FAA Technical Center for the Technical Support Facility. The Secretary is authorized to acquire this space for a 20-year firm term under the authority in Section 210 (h)(1) of the above cited Act. By memorandum, dated January 19, 1981, the FAA Administrator redelegated the authority to the Director of the FAA Technical Center without the power to redelegate.

f. International Aviation Facilities Act (1948) - (49 USC 1151 et. seq.) - Section 3 of the International Aviation Act authorizes the Secretary of Transportation, under conditions specified therein, to acquire, establish, and construct airport property and airway property in foreign territories.

**107. LIMITATIONS.****a. Fiscal Limitations.**

(1) Section 303(c) of the Federal Aviation Act of 1958 authorized the Administrator to acquire real property ". . . within the limits of available appropriations made therefor . . . ." As appropriations are made on a yearly basis, the leasing authority is consequently for one fiscal year at a time.

(2) Paragraph 222c(6), Order 1100.5A, places an additional limitation on the authority delegated to Regional Directors; "The Regional Director shall not enter into new or amended leases for administrative space not included in an approved fiscal program or budget estimate if individual lease costs would be increased by more than \$20,000 annually, until clearance with the Washington Office of Budget to assure availability of funds. Changes solely for utilities or supporting service costs are excluded from this provision.

b. Long-Term Leasing. The FAA may not exercise long-term leasing authority without specific authorization from GSA, and is, consequently, limited to the execution of leases involving the payment of rent for a firm term only through the end of the fiscal year in which the lease becomes effective, renewable from year to year, subject annually to the availability of funds.

**108. OBJECTIVES.** The objective of this order is to provide agency organizations, responsible for acquisition of space or interests therein, with a directive that sets forth operational standards, procedures and guidelines to be followed in complying with agency policy to:

a. Conduct its real estate acquisition functions through officials who have been delegated authority in writing to perform such functions.

b. Acquire the minimum amount of real property, or interests therein, necessary to satisfy technical, operational, and administrative requirements.

c. Ensure that real property and space are acquired and used in accordance with Federal laws and agency orders.

d. Obtain all necessary legal rights to real property prior to any use for agency programs.

e. Construct all buildings and structures necessary to house or support the agency's airport traffic control, air navigational, and communication activities, consistent with program requirements and overall maximum economy.

f. Make maximum use of the Government's rights to, and ownership of real property.

g. Include, in any grant agreement executed under the Airport and Airway Development Act (ADAP) or subsequent legislation, all foreseeable requirements, including those in present five-year plans, for rights in or on buildings for construction of air traffic control and communications activities.

h. Negotiate a fair annual rent for all space that is to be leased for agency facilities, offices, and storage space.

i. Make maximum use of rent-free space specifically provided by existing agreements in lieu of leasing similar space for the same purpose at a rental cost.

j. Satisfy agency requirements for space in a manner which will permit the office to effectively perform its assigned mission and be most economical to the Government.

k. Establish with the lessor the extent of restoration liability on the part of the Government and record in the lease the mutual understandings.

l. Satisfy requirements for space in buildings for the housing of air traffic control or navigation facilities and their supporting elements by FAA design and construction, unless adequate available space in existing buildings can be leased more economically for the duration of the requirements.

m. Lease space in existing buildings or buildings under construction, when available without substantial modification.

n. Acquire interest in space in the most economical manner consistent with the construction cost and type of facility, duration of the FAA requirement, protection of the rights of the government and assurance of fulfillment of the agency's mission.

o. Collocate offices when economically justified and operational requirements can be satisfied. First consideration will be given to space on airports.

p. Not use, except as a last resort, FAA capital funds for providing administrative space in airport traffic control towers other than that required for facility operation.

q. Obtain space requirements through lease construction agreements only for space required for administrative purposes or for space required for flight service stations and Automated Flight Service Station (AFSS) only when unusual circumstances exist and economically justified in lieu of agency construction.

r. Comply with all legal authorities and limitations applicable to the FAA with respect to the acquisition of space.

s. Give consideration to the purchase of leased buildings or structures housing Airport Traffic Control Towers where, (1) the FAA facility is the sole occupant, (2) the building's inherent flexibility, expandability, and future usefulness is satisfactory to meet foreseen facility requirements, (3) an economic analysis indicates a savings to the government, and (4) funds are available for purchase.

109.-199. RESERVED.

## CHAPTER 2. ESTABLISHMENT OF REQUIREMENTS

SECTION 1. GENERAL.

200. PURPOSE. This chapter prescribes the steps to develop requirements and convert requests for space into approved requirements.

201. DEFINITION. Space management officers usually are the managers of: Logistics Divisions in the regions; Facility Support Division, Aeronautical Center; Materiel Management Division, Acquisition and Materiel Service, Washington headquarters; Business Operations Division, Metropolitan Washington Airports, and Administrative Systems Division, Technical Center.

202. RESPONSIBILITIES.

a. Originating Office. This may be either the using office or an office in the supervisory line with responsibility for the using office. This office develops space requirements and prepares a request for the space with sufficient information for development and validation of the requirements.

b. Directors of Regions, Centers, Acquisition and Materiel Service, and Metropolitan Washington Airports, or their designees, are responsible for validating space requirements for further development, and processing as a project document by the space management officer if required by chapter 3.

c. Space Management Officers are responsible for:

- (1) Validating administrative space requirements.
- (2) Determining the most economical and effective means for satisfying the requirements.
- (3) Developing and processing the project document, if required.

203. PROCEDURES.

a. Originating Office.

(1) When modification to existing space, acquisition of new or additional space, or release of space is desired, prepare a request (memorandum or procurement request if funds are to be obligated) to the space management officer. The request should contain sufficient justification and detail for the space management officer to evaluate the requirement. State the conditions which justify the action, such as:

- (a) Workflow changes
- (b) New equipment to be housed
- (c) New office or facility
- (d) Equipment removed

- (e) Organizational changes
- (f) Additional personnel
- (g) Reduced personnel

(2) Route the request to the space management officer through concurring officials for coordination as established by the directors of regions, centers, Acquisition and Materiel Service, and Metropolitan Washington Airports.

b. Space Management Officer. Upon receipt of a properly coordinated request, the space management officer shall validate requirements, and process for acquisition (procurement request usually required), or obtain further program approval as provided in chapter 3.

204. MINIMUM USE OF SPACE. Executive Order 12411 of March 1983 (Government Work Space Management Reforms), and FPMR Temporary Regulation D-68 (Temporary Regulations - Assignment and Utilization of Space) shall be considered in establishing space requirements.

205.-210. RESERVED.

## SECTION 2. PLANNING AND DEFINING SPACE NEEDS

211. GENERAL. In the planning of space, whether dealing with a small field office or regional headquarters, there are a number of questions that must be asked. An understanding of all the factors which make up the proposed space project is necessary.

212. FUNCTIONAL REQUIREMENTS. The following major items must be considered in defining functions of administrative space:

- a. A definition of all areas of space in the proposed project.
- b. A count of all employees in each area indicating names and positions. See paragraph 317j(2).
- c. A working knowledge of what occurs in each area by looking at the existing area and interviewing employees.

213. INVENTORIES. A careful inventory of furniture and equipment must be taken to include style, size, and condition in order to present alternatives for use, declaration of excess or procurement.

214. CONSIDERATIONS. All factors and alternatives applicable to the proposed project are to be considered and documented (See chapter 3).

215. DOCUMENTATION. Adequate documentation shall be prepared, in order to justify the particular project, and placed in the related lease file. The documentation may be the procurement request and/or a minor or major project document as required by chapter 3, with examples in appendixes 2 and 3.

216. RESPONSIBILITIES. Space Management Officers shall:

- a. Plan for administrative space. Coordinate with the responsible program division on projects containing both technical and administrative space.
- b. Determine the most economical and effective means of satisfying any space requirements.
- c. Provide space of the quality and quantity that will combine flexibility, modular planning, and standardization to the extent allowed by building design, and an efficient work flow to create a pleasant working environment.
- d. Develop space needs by application of space standards contained in section 3 of this chapter.
- e. Develop space allowances for those requirements that are not listed in published space standards and obtain concurrence of the Acquisition and Materiel Service.
- f. Conduct studies for upgrading existing space.
- g. Prepare budgetary information for quarterly reviews, fiscal and budget years as requested.
- h. Satisfy job function needs of employees with respect to the quantity of space occupied and its location.
- i. Locate offices convenient to the aviation community whenever possible.
- j. Provide effective communications and coordination among FAA offices and facilities.
- k. Ensure that all occupied space conforms to Federal and local standards for fire safety, occupational safety, health (Order 3900.19, Occupational Safety), handicapped persons, and security.
- l. Coordinate all interior furnishings and finishes for all administrative space, subject to chapter 2, section 5 and GSA regulations as given in the Federal Property Management Regulations and standards as shown in appendix 4.
- m. Ensure outside professional assistance is obtained as required.
- n. Ensure that the requirements for an environmental assessment have been met in accordance with Order 1050.1C, Policies and Procedure for Considering Environmental Impacts.
- o. Develop requirements for related utilities and services.

217. DESIGN AND CONSTRUCTION REQUIREMENTS. An integral part of space planning is determining the design features or building material requirements for new or existing buildings. With special consideration being given to the operational requirements of the space, the following major items must be addressed:

- a. Special load factors for floors where heavy equipment will be placed.
  - b. Type and number of partitions, doors, locks, and hardware.
  - c. Type of ceilings and floors.
  - d. Type and number of lighting fixtures.
  - e. Electrical and telephone systems and accessibility.
  - f. Special requirements of clinics, libraries, laboratories, cafeterias, communications center, ADP operations, etc.
  - g. Heating, ventilating and air conditioning (HVAC) requirements and the placement and appearance of the equipment to accomplish the requirements.
  - h. Closets and storage requirements.
  - i. Energy conservation.
218. ORGANIZATION PLACEMENT. Every employee and every organizational unit should be placed in the most efficient and logical position. This can be accomplished by understanding the communications that exist within organizational units.
219. ARCHITECTURAL PLANS verified by on-site measurements or working drawings which are checked for currency are mandatory in the planning of space.
220. SPACE LAYOUT. Specific information on space layout is available from a number of sources. There are courses within and without the Government on space layout and planning.
- 221.-222. RESERVED.

### SECTION 3. SPACE STANDARDS

223. GENERAL. This section presents, except as noted below, space standards for all agency administrative space including administrative space in technical facilities. It is recognized that the many variables associated with space; e.g., configuration of existing space, money limitations, available furniture, etc., make it impossible to establish rigid standards. The standards contained in this section, however, should furnish sufficient general guidance to provide adequate space for specific needs. In applying these standards, it should be remembered that the assignment of space for a specific item or the assignment of the maximum allowable amount of space is not automatic. The justified need for a certain amount of space is the determining factor.
224. APPLICABILITY. These standards are applicable to owned and leased administrative space agencywide except FAA headquarters. At Washington National Airport and Dulles International Airport they are applicable only to administrative space occupied by Metropolitan Washington Airports personnel.

**225. STANDARDS.**

a. Standards for FAA administrative space are presented in appendix 1 which include private offices, work stations, and certain special type space. Because of their wide variation, the space requirements for each one-of-a-kind special type area (for example, medical clinic, and printing plant) must be developed on a case-by-case basis.

b. Insofar as possible, private offices, except for regional, center, and service director suites, shall be located in the center core area.

**226. EXCEPTIONS.** Space standards for the following types of administrative space have not been included in this section.

a. FAA Headquarters. Space standards for FAA headquarters are contained in Order WA 4665.3, Management of Space in Department of Transportation Buildings.

b. Employee Housing. Space standards for employee housing will be contained in proposed Order 4930.\_\_, Employee Housing.

**227. BUILDING MODULE.** The space standards contained in this section and appendix 1 are compatible with a 4' x 4' or 5' x 5' building module since they represent accepted industry standards. Where a different building module exists (or where no module exists), deviations to these standards may be necessary.

**228. DESK ASSIGNMENTS.** When job requirements require employees to perform their work away from the office, it may not be necessary to assign each of these personnel a desk. In these cases, investigate the desk requirements of the office and assign desks in relation to need. It may be possible, for example, to provide one desk for two or more persons and have sufficient desks available for the employees to do required office work.

**229. SPACE REQUIREMENTS.**

a. The standards for private offices, work stations, and special areas presented in appendix 1, together with any specially developed requirements, shall be used to estimate the total amount of space needed when designing, planning, or modifying a building for FAA occupancy. Also:

(1) Add 10 percent (layout factor) to the total space estimated for office type space. This takes into consideration the building configuration. Do not add the 10 percent to storage type and special type space (See appendix 21).

(2) Provide space for files and computer terminals. In lieu of a detailed estimate, a percentage of 3-5% of the total space in the project may be used for files.

b. For examples of classification of net assignable space refer to appendix 21.

c. When preparing a specific space layout, it is emphasized that these space allowances are flexible; and deviations must, on occasion, be made to accommodate special conditions. Appendix 5 contains a suggested procedure to be followed in estimating the space needed.

230. DEVIATIONS FROM AGENCY SPACE STANDARDS. Deviations from space standards may be approved by the directors of the regions, centers, Metropolitan Washington Airports, and by the Associate Administrator for Administration, or their designees, when in their judgment the standard does not provide adequate space or privacy. Such deviation will be on a case-by-case basis and each will be supported by an analysis documenting the need for the deviation. For each deviation, prepare; (1) an explanation of the proposed deviation, (2) a statement comparing the proposed deviation with the existing agency standard, and (3) a concise justification in support of the proposed deviation. Provide an approval line for the signature of the approving authority. Maintain all approved requests for deviations in the appropriate case file and provide a copy to the Director, Acquisition and Materiel Service, ALG-1, Attention, ALG-240.

231. OPEN AREA OFFICE SPACE CONCEPT. Good office space utilization requires flexibility that can be more easily and economically obtained by using the open area concept in space planning. This concept or technique places all, or the majority of, private offices in the core or center area and allocates general office space along the building exterior walls. Use of open areas for general office space provides better lighting and ventilation, reduces space requirements, makes possible better flow of work, simplifies supervision, reduces custodial and partition costs, and permits the easy movement or reassignment of personnel to meet changing workloads and organizational realignments. However, the concept presents problems with respect to the distraction of individuals concentrating on their jobs, and these distractions tend to increase as the expanse of the open area is increased. For this reason, it is desirable to limit the open area. Paragraph 232 provides standards for determining the appropriate size of open areas and the methods for dividing the open space into the more appropriate sizes.

232. STANDARDS FOR ASSIGNMENT OF PRIVATE OFFICES, FOR OPEN AREA OFFICE OCCUPANCY, AND FOR PARTITIONS.

a. General. If it is otherwise satisfactory, do not modify space solely to meet the standards contained in subparagraphs b through d below. Modifications of space required as a result of applying these standards should be held in abeyance until such space requires modification for other bona fide reasons.

b. Assignment of Private Offices.

(1) If the benefits from the use of the open area concept are to be realized, it is essential that only those personnel with definite and supportable needs be assigned private offices. Although persons other than those indicated in appendix 1 may be assigned a private office, such assignments shall be made on a case-by-case basis and only when the use of workrooms will not serve the need. In general, persons designated in appendix 1 as being authorized a private office have been so designated based on their need for privacy because of:

- (a) Frequent public contact,
- (b) Discussion of privileged or security information, or
- (c) Frequent employee-supervisor discussions or meetings.

(2) Persons other than those listed in appendix 1 may be assigned private offices if they engage in activities covered by (1)(a), (b), or (c) above for a significant amount of time as indicated below:

(a) Average of more than 4 hours per day. Assignment of private office (P.O. #6) authorized (See appendix 1). No approval as a deviation required.

(b) Average of less than 4 hours per day. Assignment of private office is not authorized. Any such assignment shall be considered a deviation to agency standards and treated in accordance with the provisions of paragraph 230.

(3) Specific procedures shall be developed in the regions, centers, Metropolitan Washington Airports, and Acquisition and Materiel Service for:

(a) ascertaining eligibility for private offices for persons engaged in activities covered in (1)(a), (b), or (c) above, and

(b) the level of approval required.

c. Open Area Office Occupancy. Generally, open area standards should be applied when space in a new building is acquired or when existing space is modified or renovated. Application of this concept, when acquiring space in a location where partitioning is already in place, should be closely studied. Existing partitions should not be removed merely to fit this standard.

(1) Open space areas, bounded by ceiling high partitions, should be sized to accommodate 30-50 persons. Avoid dividers for smaller groupings whenever possible; but, if required, file cabinets, shelving, acoustical partitions (dividers) may be used. Determine which type of divider to use on defined requirements and costs.

(2) File cabinets, shelving, or acoustical partitions may be used in lieu of ceiling high partitions as boundaries for the larger open space areas.

(3) Ceiling high partitions shall not be used to divide personnel into groupings of less than 30 persons except when used to:

(a) Separate divisions or staff offices of a division equivalent in size.

(b) Separate restricted areas from nonrestricted areas.

(c) Screen work areas in which objectionable noise, odor-producing machines or equipment is operating.

(4) Use of ceiling high partitions in any manner other than that permitted for private offices and in paragraphs c(1) and c(3) above shall be treated as a deviation to agency space standards and must be approved in accordance with the provisions of paragraph 230.

(5) Systems Furniture components can be combined to produce various work stations. This furniture is very adaptable to open areas because it emphasizes acoustical partitions to divide areas rather than ceiling high partitions. A qualified person, or design contractor, should be used to lay out and determine components because of the complexity of systems furniture.

d. Partitions.

(1) Movable Partitions. These partitions are usually ceiling high and are designed in a manner to permit changes without removing adjacent partitioning. Panels can be glass, flush type, or a combination of both, with the flush type panel approximately two inches thick, and usually filled with insulating or sound-absorbing material. This partition is considered the best type for use when considerable changes are contemplated, and is prescribed for agency usage. Ceiling high partitions should be used as specified in paragraphs c(1), c(3), and c(4) above. Acoustical partitions should be used for dividers when feasible and in other areas where existing air conditioning or lighting will not permit the ceiling high partitions.

(2) Demountable Panel Partitions. Demountable panel partitions are similar to the metal or glass movable partition except that the panel surfacing is gypsum, asbestos, wood, fibreboard, etc. Although less flexible than the movable partitions, demountable units are acceptable for agency usage when it is not feasible to obtain the movable partitions.

(3) Acoustical Partitions (Dividers). These partitions vary in width and height (56", 60", 72") and may either be curved or straight. They may be used to divide work areas.

233. USABLE PRIVATE OFFICE SPACE. Apply the space standard for an office from the centerlines of the interior partitions; this simplifies totalling space needs. The actual usable space will be several square feet less than the standard allowance. A "150 sq. ft." office with standard partitions will have about 145 sq. ft. of usable space, or about 147 sq. ft. where 2" movable partitions are used. Because of the usable space lost by partitions, the smaller 9x12 and 10x10 square foot offices may be layed out to provide a full 96 or 100 square feet of usable space, if the overall partitioning requirement and layout will allow.

234. CONTEMPORARY FURNITURE. This combines the FAA's open area office space concept utilizing contemporary furniture available from GSA stock. It is designed to achieve optimum flexibility and utilization of space through the use of open planning techniques, color, and acoustical control. This concept of office design emphasizes open planning layouts, rather than the closed conventional plans, by substituting free-standing screens for fixed, ceiling-high partitions, together with carpets, draperies, and less formalized groupings of the new types of furniture. Appendix 1, section 2, table 4, describes typical work stations to be used in open area office space planning, utilizing either modular type furniture or contemporary furniture. Work station and private office equivalents are as follows:

| <u>*Contemporary Furniture</u><br>Use With<br>(Open Cluster and Asymmetrical Plans) | <u>FAA Open Area Space Concept</u><br>Use With<br>(Open Rectilinear Plans) |
|---|--|
| W.S. #11  | W.S. #2  |
| W.S. #12  | W.S. #2  |
| W.S. #13  | W.S. #1, 2, or 3   |
| W.S. #14  | P.O. #6  |
| W.S. #15  | P.O. #4  |

\* Contemporary furniture is generally described as metal furniture usually with chromium legs and would not include unitized wooden furniture or the traditional grey metal desk.

235. FUNDING. Funding requirements resulting from the application of criteria contained in this section shall be justified and authorized in accordance with existing budgetary and fiscal policies.

236. SYSTEMS FURNITURE. Systems Furniture consists of components that make up work station modules. These components include horizontal and vertical work surfaces. Modules can be combined to produce various work stations.

237.-240. RESERVED.

#### SECTION 4. TECHNICAL SPACE REQUIREMENTS

241. GENERAL. Technical space refers to the buildings or the space in buildings required to house the installation or operation of air traffic control, communication, and navigation facilities or to house activities incidental to the establishment, maintenance, or operation of these facilities. This includes the following:

a. All operating space in facilities such as air route traffic control centers, airport traffic control towers, flight service stations, combined station/towers, and other facilities.

b. All space required for the installation of mechanical, electronics, and radar equipment such as engine generators, air conditioners, communications and radar transmitters, receivers, computers, switching and control equipment, load banks, transformers, and data transmission equipment.

c. All space occupied by maintenance activities which directly support these operations or installations, such as space for associated work areas, repair and test equipment, and miscellaneous working equipment.

d. All space required for storage of support materiel, such as tool storage, equipment/part storage, and miscellaneous supplies.

e. All operating space required for centralized warehouses (storage or redistribution) and repair or modification shops used directly or indirectly in support of the above facilities.

f. All operating space in aircraft hangars and that required for aircraft shops, associated materiel and equipment storage.

242. CONSTRUCTION OF SPACE. In consonance with the policy in Order 4600.15B, Policy for Real Estate Acquisition, and objectives outlined in paragraph 108, space requirements for housing air traffic control, communication and navigation facilities and their support components, will be satisfied by FAA design and construction except:

a. Space being provided at no cost by written agreement.

b. Space requirements, which analysis has determined can be leased at less cost than FAA construction.

243. SPACE DESIGN. Design of buildings or space for housing of air traffic control, communication and navigation facilities, and their supporting elements is the responsibility of the Program Engineering and Maintenance Service. Design for other technical space (aircraft hangars, warehouses, etc.) is the responsibility of the particular user of the space. All proposed designs shall be coordinated with the Acquisition and Materiel Service for validation of any administrative space requirements and review for handicapped accessibility, decor, etc.

a. Collocation of Facilities. Order 6030.9, Reduction of Maintenance Costs Through Collocation of Existing Facilities, prescribes methods to use in determining the feasibility of, or potential for, collocating existing facilities in order to reduce overall maintenance costs. The same methods, appropriately modified, should be used in planning the real property requirements for new or relocated facilities. The application of the methods in Order 6030.9 is limited to space requirements for new facilities, or facilities which are planned for relocation, since the above order has already required analyses of existing facilities. Facilities with the best potential for collocation are those which require only space for interior installation of additional equipment such as control system, switching systems, data processing and transmission equipment,

stand-by power equipment, etc. In addition, always consider collocation of the following in connection with the primary facility, or combination of facilities to be located in the space:

(1) Stand-by power and associated equipment.

(2) Work areas which provide sufficient space for safe efficient maintenance of the equipment installed in the space.

(3) Sufficient area to provide for storage of tools, parts, and other supplies necessary to maintain the installed equipment and as necessary for housekeeping of the facility.

244. AIRPORT TRAFFIC CONTROL TOWERS. Section 18(a)(6) of the Airport and Airway Development Act of 1970 (ADAP), section 511(a)(7) of the Airport and Airway Improvement Act of 1982, or subsequent legislation, if appropriate, provides that airport sponsors will furnish land or rights in buildings without cost, for FAA to construct airport traffic control towers.

245. SELECTION OF FREE-STANDING TOWER. When a free-standing tower is selected for establishment, the following shall govern:

a. Ownership of control tower structures constructed shall be vested in the Government.

b. Access to the tower structure and the right of connection to existing utilities, is to be furnished to FAA without cost for the life expectancy indicated in appendix 6. The right of connection to utilities without cost does not include the charges for the utility services.

c. Visibility protection of the controllers' line-of-sight to all traffic patterns, approaches, runways, taxiways, and operational portions of the aprons and other operational areas necessary for the control of ground and air traffic shall be obtained from the airport owner/operator in writing.

246. SELECTION OF TOWER CONSTRUCTED ON AIRPORT BUILDING. When the establishment of a tower cab on top of a non-Government owned building is selected, the following shall govern:

a. The right to construct FAA control tower cab on top of existing or planned non-Federally owned airport buildings shall be acquired at no cost to FAA, as provided in the Acts cited in paragraph 244, or as a consideration for the service provided by the tower to the airport.

b. Ownership of the tower structure and associated air traffic control equipment constructed, established, or installed in or on non-Federally owned buildings, and the right of removal, shall be vested in the Government.

c. The FAA may pay, from appropriated funds, for additional structural support required for the tower cab. The necessary work may be performed by FAA or the building owner. If performed by FAA, appropriate approvals and waivers of liability must be obtained prior to beginning work.

d. Grant Agreements executed pursuant to the Federal Airport Act, can no longer require airport sponsors to furnish rent-free space in buildings to accommodate air traffic control and related activities. However, negotiations may result in the owner of the building selected for tower cab construction offering auxiliary space necessary to tower operation at no cost, or reduced cost, to FAA in lieu of FAA construction of the space. This auxiliary space should be limited to that required for tower equipment installation, maintenance work areas, stand-by power installation, and materiel storage.

e. If the airport owner or operator is not willing to furnish the space in subparagraph d. above, on a no-cost or reduced-cost basis, such space may be constructed at Government expense using the rights which the owner is required to furnish in subparagraph a. above.

247. UNASSIGNED SPACE IN TOWERS. Unassigned space in control tower structures constructed by FAA may be used by other FAA offices which are normally located on an airport, or in leased space adjacent to an airport, provided that the use of such space will not exceed the designed floor loads nor impose unreasonable demands upon the existing electrical and mechanical systems. This space is to be made available for use by these other offices only until traffic control and maintenance operations require use of the space. Office space so occupied must be decorated and furnished in keeping with the rest of the tower structure, keeping cost to a minimum. Decor and furnishings should conform to existing administrative space standards in this order. The cost of finishing the space must be borne by the occupying office's fiscal program. Regional directors shall be responsible for determining the amount of area and type of finishing required for any space to be reassigned to other than airport traffic control functions and its related activities. See chapter 3, section 5 for further guidance on housing non-tower activities in Airport Traffic Control Towers.

248. FLIGHT SERVICE STATIONS. The role of the flight service stations, including international flight service station has been enhanced by the decision to establish a network of Automated Flight Service Stations (AFSS). The plan will eventually consolidate existing flight service stations into approximately 61 automated facilities.

a. AFSS Space. Space in buildings for AFSS's should be acquired by leasing existing or new space, where it is economical to do so. FAA construction of AFSS buildings will be allowed only upon approval by FAA headquarters.

b. Land Rights for FAA Constructed AFSS's. Acquiring ownership (fee simple title) will be generally unnecessary since on-airport sites should be provided without cost under current ADAP grants (Section 18(a)(6), Airport and Airway Development Act of 1970), section 511(a)(7) of the Airport and Airway Improvement Act of 1972, subsequent legislation if applicable, or in negotiated leases. All land leases should be for terms equal to the useful life of the building. Accepted real estate practices indicate that buildings of the type to be constructed for AFSS's have a useful life of forty (40) to fifty (50) years. Any proposed leases covering periods for less than forty (40) years shall be submitted, along with sufficient explanation and justification, to the Acquisition and Materiel Service, ALG-1, for review and approval prior to execution of the lease agreement.

c. FSS's are Located On Airports. Although not listed as a facility which is used exclusively in support of an airport operation, or which provides a special benefit to an airport, these facilities must be located on airports in order to properly accomplish their mission. Any proposal to locate an FSS off the airport must be approved by ALG-1.

d. New Space for Non-Automated FSS's. Because of the plan to consolidate existing FSS's into the automated facilities, airport owner/sponsors should not be encouraged to construct space for these interim facilities. Any plan to have new space constructed for non-automated FSS's will be justified on a case-by-case basis and coordinated with ALG-1 prior to the lease commitment.

e. Exercise of Rights Under FAAP. Rent-free space rights shall be utilized for existing FSS's until expiration of these rights (See Order 4660.7, Real Property Rights Under the Airport and Airway Development Act of 1970 and Federal Airport Act). Relinquishment or releasing the airport sponsor from his obligation to provide rent-free space is a waiver of a legal right of the Government and can only be accomplished under the conditions, and in accordance with the procedures in Order 5100.36, Airport Development Aid Program (ADAP) Handbook.

f. Modernization of Existing FSS's. Modernization of Existing FSS's may be made if fully justified, considering the remaining life of the FSS, operational requirements, costs, and limitations of the Economy Act.

249. AIRCRAFT HANGARS. Aircraft hangar space and space for related activities such as repair shops, parts, and equipment storage, aprons, aircraft parking areas, etc., are required to be located on airports adjacent to, or readily accessible to taxiways or runways. This space and related land areas may be leased at prevailing commercial rental rates unless leasing the land and FAA construction is more economical, considering first the possibility of negotiating the use of the land at a nominal rate if the airport owner is agreeable and, if not agreeable then the use of the land at negotiated rates, not to exceed prevailing rates.

250. RELATED ADMINISTRATIVE SPACE. Administrative space, that is directly related to technical operations and installations such as tower, flight service station, and center chiefs' offices, controller training or ready rooms, etc., shall be collocated with the primary activity.

251. UNRELATED TECHNICAL SPACE. Technical space requirements not directly related to air traffic control, navigation facilities, or their supporting elements (such as warehouses, project equipment modification shops, centralized repair shops, etc.) shall be located on airports where possible. All proposals to locate technical space off the airport shall be approved by ALG-1. Off-airport space is acquired by the General Services Administration and these procedures are outlined in chapter 4, section 4.

252.-260. RESERVED.

#### SECTION 5 - DECOR STANDARDS

261. SCOPE. This section provides a listing of the colors and finishing materials established as FAA decor standards. Although this material was prepared specifically for administrative space, the colors and materials may be applied to other space, as appropriate. Building and facility design standards will follow this concept in operational, equipment, and office areas insofar as practicable. For example, it need not be applied to unmanned facilities and equipment rooms if it adversely affects the maintenance program or the color coding of pipes and conduits. Designs, prepared in the regions, centers, and Metropolitan Washington Airports, may also follow the concept.

262. MATERIAL GUIDELINES.

a. Standard FAA Colors and Finishing Materials. Appendix 4 is a catalog of standard FAA colors and finishes. (Refer to Order 4620.4A, Standards for Office Furniture and Equipment, for furniture items referenced in appendix 1.)

b. Drapery, drapery rods, or venetian blinds, may be provided by the agency when covering is not included in the lease terms (for leased facilities) and are optional in agency owned facilities.

263. USE OF BRAND NAMES. Brand-name items have been used in some cases in appendix 4 to ensure close control of the pattern and shade of colors. The use of the brand names is for illustration purposes only, and is not meant to imply that a sole source will be used.

264.-299. RESERVED.

## CHAPTER 3. PROGRAMMING FOR ESTABLISHED REQUIREMENTS

300. GENERAL. This chapter provides programming procedures for established administrative space requirements, except employee housing. For each space requirement involving a space acquisition, construction, or modification, regardless of size or cost, the problem is to be analyzed and a plan of action is to be documented by the Space Management Officer. The same analytical steps apply to all projects, but the extent of documentation may vary depending upon the complexity of the project.

301. RESPONSIBILITIES. Responsible officials will assure that programming actions are completed in accordance with this chapter.

a. Directors of Regions, Centers, Acquisition and Materiel Service, and Metropolitan Washington Airports, have the overall responsibility for planning, coordination, development, and submittal of the Administrative Space Project Document.

b. Space Management Officers or designees, shall prepare the Administrative Space Project Document as outlined in paragraph 317.

302.-303. RESERVED.

SECTION 1. PROGRAMMING STANDARDS

304. STANDARDS.

a. Collocate FAA offices when such collocation is consistent with chapter 1, paragraph 107, of this order.

b. Collocate FAA offices with DOT offices, when feasible, in accordance with Order DOT 1100.10, Collocation of Department of Transportation Facilities. This order states: "It is the policy of the Department of Transportation that, where factors such as services to the public or operational effectiveness do not dictate otherwise, the offices, activities, and facilities of the operating administrations in each locality or area will be collocated or located contiguously when feasible."

c. Consider the use of vacant space in existing Government-owned airport traffic control towers to satisfy space requirements (see chapter 3, section 5).

d. Locate offices convenient to the aviation community, whenever feasible.

e. Use GSA-owned or -leased space where space is available in GSA inventory, and is suitable for FAA needs. When new or additional space must be leased, use FAA delegated authority to lease space before requesting GSA to do so.

f. Assure that real property acquisitions are economically sound and in accordance with prescribed standards.

**SECTION 2. FACILITY ACQUISITION, RELOCATION, OR EXPANSION**

305. **GENERAL.** When the need arises for a new facility, or the expansion or relocation of an existing facility, a determination will be made by the organization that needs this facility as to whether the need can be better served by the expansion of an existing facility of the Department or by the construction of a new facility. In all cases, the responsible official shall develop a Plan of Procedure (Administrative Space Project Document) to assure that:

- a. The acquisition or expansion is authorized.
- b. All applicable regulations are complied with.
- c. The requirements for the selection of a new site (if a new site is involved) are properly and clearly established.
- d. A thorough investigation, consistent with the size of the potential investment, is made to explore all potential sites and all alternate plans of action insofar as it is practicable.
- e. Other interested Departmental elements are contacted to determine if collocation is a feasible solution.
- f. The proposed new facility or expansion or relocation of an existing facility, has been considered in relation to overall Departmental needs.
- g. The Civil Rights responsibilities contained in paragraph 309 have been complied with, as applicable.
- h. Any acquisition, or expansion, involving the use of land from a public park, recreation area, wildlife and waterfowl refuge, or historic park, receives the approval of the Secretary in accordance with section 4(f) of the DOT Act, (Public Law 89-670).

306. **APPLICABILITY.** The provisions of this section are applicable to all buildings and facilities except those involving (1) research, development, test and evaluation, and (2) the National Airspace System.

307. **PLAN OF PROCEDURE.** Order DOT 1100.34A, and the implementing FAA Order 1100.120A, Facility Acquisition, Expansion, or Relocation, require that a plan of procedure be developed for each facility acquisition, relocation, or expansion. The preparation of the Administrative Space Project Document (paragraph 317) satisfies this requirement. Include statements in the text of the project document covering the items presented in paragraph 305.

308. **PROCEDURES.**

a. **Major Acquisition, Expansion, or Relocations.** A project document for all proposed major acquisitions, expansions, or relocations shall be submitted to the Acquisition and Materiel Service. The Acquisition and Materiel Service will monitor the approval and coordination actions and forward the project document through proper channels to the Administrator for submittal to the Assistant Secretary for Administration, Office of the Secretary.

b. Other Acquisitions, Expansions, or Relocations. Prepare a project document for all other acquisitions, expansions, or relocations and take necessary action as specified in paragraph 316.

309. CIVIL RIGHTS RESPONSIBILITIES. The gathering of data required by this paragraph shall be accomplished by the regional or center civil rights staffs in conjunction with the space management and the appropriate program office staffs. The Director, Office of Civil Rights shall review plans of procedure to assure compliance with civil rights requirements.

a. Applicability of Civil Rights Responsibilities. The civil rights responsibilities outlined in subparagraphs b through d below are applicable to all projects. The degree to which the civil rights responsibilities are considered shall be in keeping with the size, location, and type of acquisition, expansion, or relocation.

b. Equal employment. The Department's equal opportunity policy requires that affirmative action be taken to facilitate the hiring of personnel without regard to race, color, religion, sex, or national origin. Such action must be taken not only to assure equality of opportunity, but also to avoid even the appearance of discrimination. Any site evaluation must include consideration of the availability of minority group persons (usually Blacks, American Indians, Spanish-Surname Americans, and Orientals) for employment at the facility. Provide census data, including minority, for the normal recruitment area (within a radius of 35 miles) together with Department of Labor data on employment/unemployment and the availability of minority group persons for employment.

c. Fair Housing, Schools, and Transportation Availability.

(1) Housing and Schools. Site evaluation must include a determination of the availability of safe, sanitary and decent housing, and schools for low and middle income persons and for all persons without regard to race, color, religion, sex, or national origin.

(a) Provide racial-ethnic statistical identification of the population in the Standard Metropolitan Statistical Areas (SMSA).

(b) Provide racial-ethnic statistical identification of the population in the general area of the project.

(c) Identify location of low/moderate income housing convenient to the project site.

(d) Identify areas of racial-ethnic concentration.

(e) Determine policies of areas convenient to project site in regard to promotion of increased equal housing opportunity.

(f) Provide any indications of covert, or overt, denial of equal housing in areas convenient to the project.

(g) Determine area plans for low/moderate income open housing.

(h) Identify the human relations (or its equivalent) official having jurisdiction over the community (communities) related to the facility.

(i) Determine the location of schools in the SMSA with predominance of minority students.

(j) Determine local jurisdiction (jurisdictions) policy on integrated schools and such plans designed to achieve this goal.

(2) Transportation. Site evaluations must include a determination of the availability of transportation for low and middle income and for minority group persons.

(a) Provide map showing minority communities and low/moderate income communities and transportation routes.

(b) Determine jurisdiction (jurisdictions) plans for the development of public transit systems which would benefit low/moderate income and minority persons in relation to employment potential created by the facility.

(3) GSA Location Policy. GSA has established a policy to avoid placing Federal facilities in locations which will work hardship on employees because; (a) there is a lack of adequate housing for low and middle income employees within a reasonable proximity, and (b) the location is not readily accessible from other areas of the urban center. This policy is included in the requirements of this order.

d. Replacement Housing. If due to the construction of a new facility, or renovation of an existing facility, persons must be relocated through condemnation or right-of-way actions, adequate replacement housing, available to all persons regardless of race, color, religion, sex, or national origin, must be provided and built, before the construction projects can be approved.

(1) Provide a detailed report identifying property being acquired and persons being displaced.

(2) Provide certification that adequate replacement housing has been provided, or built, and that occupancy by persons displaced has been effected.

(3) Provide rationale which would indicate that the proposed site will foster the policy of greater open housing availability to the community (communities).

310. NOTIFICATION OF LOCAL AUTHORITIES. Regional and Center Directors and Director of Metropolitan Washington Airports are responsible for ensuring that:

a. Appropriate Governors, regional and metropolitan clearinghouses, and local elected officials are consulted at the earliest practicable stage in project or development planning on the relationship of major acquisitions, expansions, or relocations to the development plans and programs of the state, region, or localities in which the project is to be located.

b. Any such major acquisition, expansion, or relocation is consistent, or compatible, with the state, regional, and local development plans and programs identified in the course of such consultations. Exceptions will be made only when there is clear justification. Each exception will be documented, and such documentation will become a part of the project file.

311.-315. RESERVED.

### SECTION 3. DOCUMENTATION FOR APPROVED REQUIREMENTS

#### 316. PROJECT APPROVAL.

a. Obtain project document approval in accordance with established delegation of regional and center responsibilities before making any commitment to acquire, or taking any action to proceed with, a project.

b. Submit project documents, proposing new or amended leases, for administrative space not included in approved fiscal programs or budget estimates, if individual lease costs would be increased by more than \$20,000 annually. Clearance by the Washington Office of Budget is required to assure the availability of funds (Order 1100.5A, paragraph 222c(6)). Send the original transmittal and project document to ALG-1, Attention: ALG-200, with a copy to the Office of Budget. This requirement does not apply to changes solely for utilities or supporting services.

c. Approval is based on the data and justification included in the initial project document. If significant changes are made, the changes must also be submitted for approval before related commitments are made.

317. ADMINISTRATIVE SPACE PROJECT DOCUMENT. The document is to be prepared in a professional manner, suitable in appearance to be presented at the highest approval level. The following sections are required to be included:

a. Description. Present, in narrative form, an outline of the major facts about the proposed project. This description should give the reviewing authorities the scope, type, and quantity of work involved.

b. Justification. The justification is the most important part of the project document. The first sentence, or two, should clearly and adequately summarize the major elements, indicating the necessity for the project. Comments on the following questions, or statements, when applicable, should be included in the text of the justification.

(1) Why. Why is the project necessary?

(2) How. How will it aid in the accomplishment of FAA's mission?

(3) Effect. What will happen if the project is not approved? Cite definite examples where the condition of the existing space creates safety problems, inefficient operation, poor employee morale, failure to carry out assigned mission, etc.

(4) Who. Who will use the proposed project? How many employees?

(5) When. When is the planned, or required, completion date of the proposed project?

(6) Present Facility. Is the present facility being used to capacity? How will vacated facility be used?

(7) Economies. Will the approval of this project result in any economies? How does the cost of this project compare with possible alternate plans?

c. Construction Cost Estimates. Include a general construction cost breakdown.

d. Cost Comparison Summary. Prepare a summary to show how the annual costs chargeable to the present facilities compare with the annual costs chargeable to the proposed new facility. All pertinent data such as rent, cost of utilities, services, maintenance, and savings or expenses due to change in personnel, equipment, etc., should be included in this comparison. Where applicable, include present worth comparison for present and proposed space using the procedures outlined in OMB Circular A-104, Competitive Cost Analysis to Lease or Purchase General Purpose Real Property.

e. Alternate Plans. What alternate plans have been considered? What were the decision factors leading to the selection of the final plan (i.e., more favorable leasing terms, less cost, more desirable location)? If existing Government-owned or -leased space has not been selected, indicate either; (1) that no existing Government-owned or -leased space is available, or (2) if the space is available, state reasons why it is not suitable.

f. Space Standards. Use published agency space standards in all planning. However, when deviations to standards are necessary, follow the procedures contained in paragraph 230. See subparagraph (2) below for procedures to be followed if applicable space standards do not exist. Include a separate paragraph or section in the project document for exceptions.

(1) Deviations to Space Standards. List each deviation to space standards and include an analysis of the reasons which support the proposed deviations. When warranted, submit specific recommendations, with pertinent backup material, for changing the existing standard.

(2) Development of Space Requirements When Applicable Space Standards Do Not Exist. Briefly indicate steps taken, and approvals obtained, in developing space requirements. Submit a copy of all material developed in support of these space requirements. When warranted, submit recommendation for adoption of developed space requirements as agency standard.

g. Projects Requiring Review by the Office of the Secretary of Transportation.

(1) In accordance with paragraph 307, submit a formal site evaluation report as part of, but separate from, the project document package. The site evaluation report will present data on all sites that are considered to be qualified and all alternate sites that were considered, but rejected with reasons for their rejection. Do not include a recommendation.

(2) Include a statement from the regional or center Civil Rights Officer that the civil rights responsibilities contained in paragraph 309 have been met, giving proper consideration to their applicability based on project cost, location, type of acquisition, etc.

h. Projects Requiring Congressional Approval - Submit a prospectus, with the project document, for all projects that require new or additional bare rental in excess of \$500,000 per annum. It shall contain a present worth analysis (OMB Circular A-104) comparing Federal construction versus leasing.

i. Include statements covering any item presented in paragraph 305, that is not covered in another portion of the project document.

j. Exhibits. Furnish the following exhibits:

(1) Consolidated Space and Funding Data. Furnish a tabular summary, by organizational element, for present and proposed space showing number of positions, net square feet, anticipated occupancy date, annual costs, method of funding, and appropriate remarks. (See figure 1 to appendix 2.)

(2) Staffing and Net Space Requirements Summary. Furnish a consolidated *Staffing and Net Space Requirements Summary* divided into four major sections as shown in appendix 2, figure 4. Current position authorizations on FAA Form 1412, Part IV, Staffing Authorization and Chart, shall be considered in planning present and future space needs.

(a) Section I shall consist of a summary of presently authorized positions, even though not filled, and shall agree with the staffing figures reflected in the "Present Space" portion of the "Space and Funding Data" required by paragraph j(1) above.

(b) Section II shall consist of a summary of new positions contained in a current year budget program that has been approved by the Administrator, but not yet funded in an appropriation.

(c) Section III shall consist of a summary of new positions, as reflected in Washington headquarters approved five-year programming documents.

(d) Section IV shall consist of a summary of all positions listed in Sections I, II, and III and shall agree with the staffing figures reflected in the "Proposed Space" portion of the "Space and Funding Data" required by paragraph (1) above.

(e) Include additional space requirements on the staffing summary (appendix 2, figure 4) to include additional files, workrooms, conference rooms, reception areas, mail rooms, library, cafeteria, Data Processing, etc.

(f) Summarize the total space requirements, by major organizational elements, on a separate Staffing and Net Space Requirements Summary form.

(3) Drawings. Include, when appropriate, the following drawings:

(a) Site plan. (See figure 2 to appendix 2.)

(b) Proposed floor plan. (See figure 3 to appendix 2.)

(c) Additional drawings and/or maps that will more fully justify the need for the proposed project, or will clarify any aspects of the construction requirements, special purpose areas, floor layouts, deviations to agency standards, etc.

318.-325. RESERVED.

#### SECTION 4. FUNDING AND PAYMENTS

326. SCOPE. This section provides guidance for the programming of funds for space and associated costs as they relate to the current year fiscal program, and the preparation of the Installation and Materiel Services activity of the operations appropriation for the budget year.

327. CROSS-REFERENCE. Call for Estimates-General Information and Policies, 2500.10; Call for Estimates BY \_\_\_\_ - Logistics Programs, 2500.14 (these directive numbers are followed by a letter which is changed each year); Federal Property Management Regulations, Part 101-21.

328. DEFINITIONS.

a. Associated Costs include, but are not limited to, building and grounds maintenance, janitorial services, guard service, and utilities.

b. Specialized activities include district and field offices, hangars, warehouses, and shops associated with technical operating programs.

c. Standard Level User Charge (SLUC) is the rate charged by GSA for assigned space which approximates commercial charges for comparable space and services.

d. Recurring Reimbursement Services include, but are not limited to, janitorial services, guard services, after hours utility bills which are over and above those services provided by GSA (in GSA-controlled space) under SLUC services.

e. Nonrecurring Reimbursable Services are one-time service requirements for such items as repair and/or renovation by GSA, in GSA-controlled space.

f. Simplified Interagency Billing and Collection (SIBAC) is a billing procedure whereby agency funds are automatically transferred to another agency by the Treasury Department. As it relates to SLUC payments and GSA, this is done quarterly at the beginning of the quarter.

329. BUDGET YEAR RESPONSIBILITIES costs for space and associated expenses fall into one of three categories:

a. Administrative Services Program. Include all agency controlled space rental and associated costs; recurring and nonrecurring reimbursable services for GSA controlled space for:

(1) Washington headquarters, Aeronautical Center, and Technical Center, including specialized activities.

(2) Region and area office headquarters, excluding specialized activities.

b. SLUC Program. Include all GSA controlled space rentals, excluding recurring and nonrecurring reimbursable services.

c. Other Appropriations and Programs. Space rental and associated costs for specialized activities, excluded from a.(2) above, shall be programmed by user activities. Collocation estimates shall be prorated on an equitable basis.

330. ADMINISTRATIVE SERVICES PROGRAM BUDGET is to be prepared in accordance with the provisions of the Call for Estimates.

a. Estimate and program space rental and associated costs for agency controlled space.

b. Estimate and program recurring reimbursable services based on GSA computer print-out supplied by headquarters.

c. Estimate and program for nonrecurring reimbursable services.

331. SLUC PROGRAM BUDGET is a headquarters budget item whose composition is dependent on regional input. Special regional instructions are contained in Order 2500.14, Call for Estimates.

332. OTHER BUDGET APPROPRIATIONS AND PROGRAMS. Estimate and program space rentals and associated costs in accordance with established budget procedures for the appropriate activity, if requested.

333. AGENCY CONTROLLED SPACE AND ASSOCIATED COST PAYMENTS. Space, leased by FAA contracting officers, shall be financed as an obligation in the FAA headquarters and field organization accounts through the billing and voucher procedure.

**334. GSA CONTROLLED SPACE PAYMENTS**

a. General. GSA is reimbursed for GSA controlled space assigned to the agency in accordance with the provisions of Public Law 92-313 as implemented by the Federal Property Management Regulations (FPMR), Chapter 101, Part 21, Federal Building Fund. The law authorizes GSA to charge agencies a Standard Level User Charge (SLUC), on a continuing basis, for all GSA-owned and -leased space and related services provided to the agency by GSA through the Simplified Interagency Billing and Collection (SibAC) system.

b. SLUC Billings are calculated by GSA based on appraisals for comparable space and services in the nearby community. Consolidated SLUC billings are forwarded to Washington headquarters, at the beginning of each quarter, for all FAA occupied space. The Real Estate Branch, ALG-240 distributes copies of the billings to the appropriate region/center for validation/adjustment. Each region/center shall take the following actions to validate the appropriateness of SLUC costs:

(1) Determine that all space and related services are essential to meet agency requirements.

(2) Confirm that the amount, and type, of space shown on GSA inventories agrees with actual inventories.

(3) Determine that charges are reasonable, as compared to similar space within the community.

(4) Release excess space promptly to GSA for agency credit.

(5) Initiate GSA Form 2972, Agency Request for Adjustment to Federal Building Fund SLUC Billing (appendix 26) to correct discrepancies in billings, as stated in FPMR Part 101-21, for first three quarters of the Fiscal Year.

(6) Advise the Real Estate Branch, ALG-240, in writing, each quarter as to findings, including duplicates of any GSA Forms 2972 submitted to GSA regional office.

(7) Advise ALG-240 of any action during the quarter which would effect the SLUC bill.

(8) Submit GSA Forms 2972 to ALG-240 for the fourth quarter of the Fiscal Year, including any previous forms which have not been corrected.

(9) Provide duplicates of forms, mentioned in (8) above, to the GSA regional office.

c. ALG-240 will submit fourth quarter GSA Forms 2972 to the Treasury Department so that payment will be withheld pending GSA action.

d. A consolidated bill for SLUC space will then be issued to the agency, by GSA, which reflects GSA's final determination for appeal at this level.

e. Two further appeal levels exist as stated in FPMR Part 101-21. The region/center is to initiate action for an appeal.

335. RESERVED.

SECTION 5. HOUSING OF NON-TOWER ACTIVITIES IN ATCT'S

336. GENERAL. This section provides programming guidance for the:

a. Construction of space at airport traffic control towers (ATCT's) to house non-tower activities.

b. Use of existing vacant space in ATCT's to house non-tower activities.

337. ACQUISITION AND LOCATION OF SPACE. Paragraph 108p. of this order provides agency objectives with respect to housing non-tower activities in ATCT's. When the housing of non-tower activities in ATCT's meets the provisions contained in the aforementioned paragraph, follow the programming guidance contained in this section.

338. BUDGETARY AND LEGAL CONSIDERATIONS.

a. Administrative wing to be built at the same time as, or as an addition to, the tower base. Under section 18a(6) of the Airport and Airway Development Act of 1970 (ADAP), section 511(a)(7) of the Airport and Airway Improvement Act of 1972, and subsequent applicable legislation, if appropriate, the airport owner or operator is required to furnish, without cost to the Federal Government (for use in connection with air traffic control or navigation activities, or weather reporting activities, and communication activities related to air traffic control) such areas of land, or water, or estate therein, or rights to buildings as the Administrator may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The FAA cannot construct control tower structures, larger than actually required for use in connection with air traffic control activities, without reaching some agreement with the sponsor with respect to the excess space to be utilized for other functions or activities of the agency. Such agreement may require payment to the sponsor for additional land required in the construction of a structure by the agency.

(1) Design of this wing shall follow published agency standards.

(2) The cost of construction of the administrative wing is to be financed under the Facilities and Equipment Appropriation. Each construction proposal must be specifically identified and justified in the agency's request to Congress. The budget request must identify each tower location where an administrative wing is planned, and separately show the cost of the wing. These proposals must be justified on the basis of least cost to the Government.

(3) If land for the construction of the tower has been leased under the provisions of Section 18(a)(6) of the ADAP, or other legislation, enter into a lease agreement with the airport owner for permission to construct the administrative wing.

(4) Under no circumstances shall work of this nature be started without Congressional approval.

b. Use of existing vacant space in ATCT's to house administrative functions not associated with administration of the tower. Air traffic control operations and service activities may not need all space available in some tower buildings, for various reasons. Paragraph 247 specifies the conditions for temporary use of such space by other activities. The cost of necessary alterations, modifications, etc., shall be financed under the Operations Appropriation, through normal budget procedures.

339. OTHER REQUIREMENTS.

a. Construction of Office Space. GSA is responsible for the construction of Government-owned general office space used by the FAA (except certain special purpose space). GSA has no objections, however, to FAA constructing office space for non-tower activities in tower structures provided that:

(1) The total gross square footage of space provided for non-tower activities is less than 50% of the total gross square footage contained in the tower and tower base.

(2) The offices located in the tower structure normally would be housed in space located on or near the airport.

(3) No existing CSA-controlled space (owned or leased) is available that can adequately satisfy our needs.

b. Administrative Space Project Document. Submit an Administrative Space Project Document covering each administrative space action at the same time as the budget request is made. (See paragraph 317).

c. Special requirements for new construction. Assure that:

(1) Location of new towers is sited based on air traffic requirements and not on requirements of the non-tower activities collocated with the tower.

(2) Collocation of the non-tower activities with the tower is justified.

(3) Offices, collocated in the tower, will not be unduly remoted from their aviation users.

(4) After approval by the regional director, arrangements can be made to permit the space to be used for air traffic operational or equipment installation/maintenance purposes.

(5) Collocation will not adversely affect tower operations.

340.-399. RESERVED.

## CHAPTER 4. LEASING OF SPACE

400. GENERAL. This chapter contains standards, guides, and contractual procedures governing the leasing of all agency administrative and technical space. The guides and instructions set forth in this chapter are premised on a determination having been made that a leasehold interest in the required space is most advantageous to the Government.

401. APPLICABILITY. The standards and procedures contained herein apply to all organizational elements of the FAA concerned with the leasing of space.

402. AUTHORITIES. The authorities and delegations for the leasing of space are contained in chapter 1, paragraph 106. Acquisition by condemnation (eminent domain) may be made in accordance with the provisions of the Act of August 1, 1888, (40 U.S.C. 257; 25 Stat. 357), the Act of February 26, 1931 (40 U.S.C. 258a-258e; 46 Stat. 1421), or any other applicable Act. Condemnation is the exercise, by the Government, of its inherent power to take private property for public use. This power is commonly known as the right of eminent domain. The Constitution provides that a person cannot be deprived of his property without due process of law, nor can his property be taken for public purposes without just compensation. The Attorney General, upon request of the authorized officers of the FAA, is charged by law to institute proceedings and carry them to completion. Note: The FAA's authority to condemn a leasehold for space is limited to a year-to-year basis and only for space determined to be for the special purposes of the FAA in the Federal Property Management Regulations (FPMR) or for space leased under a special GSA delegation.

403. LIMITATIONS. The authority of the agency to take a leasehold interest in real property is limited by several provisions of the law which are contained in chapter 1, paragraph 105.

404. WAIVERS OF LIMITATIONS. Each of the limitations on our leasing authority has an "escape" provision. As stated, the leasing authority of the FAA is on a year-to-year basis, i.e., subject to annual appropriation. Instances may occur when prospective lessors will be adamantly adverse to entering into a lease arrangement providing for an annual renewal of the terms of the lease. In such cases, the FAA may invoke the Government's power of eminent domain for a leasehold interest either for one year, or on a year to year basis. As an alternative, if there are no other items of contention and the acquiring office will certify that the proposed facility can reasonably be expected to remain at the chosen location for a period of time sufficient to warrant the action, the General Services Administration may be requested to execute a lease for a term not to exceed 20 years or grant long-term leasing authority to the FAA (through DOT) for the specific acquisition.

405. FEDERAL PROCUREMENT REGULATIONS (FPR). The policies and procedures in the FPR applicable to leasehold interests in real property, particularly FPR Temporary Regulation 68 (Special Types and Methods of Procurement: Acquisition of Leasehold Interests in Real Property), shall be followed.

406.-409. RESERVED.

## SECTION 1. UTILIZATION OF GOVERNMENT CONTROLLED SPACE

### 410. GOVERNMENT-OWNED SPACE.

a. Availability, use, and adaptability of property owned by the Government shall be thoroughly explored before construction, leasing additional space, or renewal of existing leases.

b. Do not move activities from Government-owned space into leased space unless the total relocation cost is shown to benefit Government economy and efficiency. Consider alternatives, including rearrangement, alterations, and improvements. Provide documentation comparing relocation costs (including moving and rental cost for the estimated lease term) with the costs of alternative solutions in Government-owned space or other Government property.

411. GOVERNMENT-LEASED SPACE. Maximum use shall be made of property already leased by the Government, functional and economical factors being considered.

412. DETERMINATION OF INTEREST TO BE ACQUIRED. As set forth in Order 4600.15B, Policy for Agency Interests in Real Property, it is the policy of the FAA to acquire interest in privately owned land and space in the most economical manner consistent with the construction cost and type of facility, duration of the FAA requirement, protection of the rights of the United States, and assurance of fulfillment of the FAA mission. In order to arrive at the appropriate determination, each of these factors must be carefully and thoroughly considered. All alternatives considered, and the determining factors on the interest to be taken, should be completely documented. There are advantages and disadvantages to either leasing or purchasing. Acquisition of fee simple title (rare in case of space), while requiring a considerably larger fund expenditure at the outset than leasing entails, allows for a wider latitude in the unrestricted use of the property. Leasing, while sharply reducing the fund expenditure in the initial year, or any single year of occupancy, may be more costly over the full term of the lease and is restricted by several laws and regulations.

413.-414. RESERVED.

## SECTION 2. NEGOTIATIONS

415. GENERAL. Acquisition of space by lease will be by negotiation except where all the factors are present which will permit true competition and where formal advertising is required by law. In negotiating, competition will be obtained to the maximum extent practical among suitable available locations meeting minimum FAA requirements. See appendix 25 which outlines the leasing process.

416. PREREQUISITES. No contract shall be entered into as a result of negotiations unless, or until, the following requirements have been satisfied:

a. The contemplated lease comes within one of the circumstances permitting negotiations.

b. Any necessary findings, determinations, and statements of justification prescribed have been made.

c. Such clearance and approval as is prescribed by applicable administration procedures has been obtained.

417. CIRCUMSTANCES PERMITTING NEGOTIATIONS. Property shall be acquired through negotiation under the following circumstances. The Federal Property and Administrative Services Act of 1949 is hereinafter referred to as "the Act" (41 U.S.C. 252(c)).

a. National Emergency. Under Section 302(c)(1) of the Act, leases may be negotiated without formal advertising if "determined to be necessary in the public interest during the period of national emergency declared by the President or by the Congress."

b. Public Exigency. Under Section 302(c)(2) of the Act, contracts may be negotiated without formal advertising if "the public exigency will not permit the delay incident to advertising":

(1) For this authority to be used, the need must be compelling and of unusual urgency, as when the Government would be seriously injured, financially or otherwise, if the real property to be leased was not furnished by a certain date, and when it could not be acquired by that date by means of formal advertising. This applies whether that urgency could or should have been foreseen. Following are illustrative of circumstances in which this authority may be used.

(a) Real property is needed at once because of a fire, flood, explosion, or other disaster.

(b) Development, in support of any essential government activity, requiring immediate leasing of real property in order to permit the accomplishment of such activities, within the time required.

c. Lease not to Exceed \$10,000. Under Section 302(c)(3) of the Act, leases may be negotiated without formal advertising where "the aggregate amount involved does not exceed \$10,000." The aggregate amount is defined as the total rentals for the specified term of the lease regardless of renewal or cancellation rights.

(1) It has been determined that the "aggregate amount" is the total gross rent to be paid to the first renewal.

(2) Where a lease is automatically renewable from year-to-year without issuance of a renewal letter, "the aggregate amount of rent" is that gross rent paid to the first automatic renewal.

d. Impracticable to Secure Competition by Formal Advertising. Under Section 302(c)(10) of the Act, leases may be negotiated without formal advertising if "for real property for which it is impracticable to secure competition."

e. Leases not to be Publicly Disclosed. Under Section 302(c)(12) of the Act, leases of real property may be negotiated without formal advertising if the Administrator determines that the character or use thereof is such that the contract should not be publicly disclosed. This authority shall be used only when required by considerations of national security, and then only for leases classified as confidential or higher.

f. Negotiation after Advertising.

(1) Under Section 302(c)(14) of the Act (Federal Procurement Regulations (FPR) Subpart 1-3.214), leases for real property may be negotiated without formal advertising when it is determined that bid prices after advertising are not reasonable or have not been independently arrived at in open competition.

(2) If no responsive bid appears to be reasonable in price, the Real Estate Contracting Officer may reject all of the bids and negotiate a lease which will meet the minimum requirements of the Government (as expressed in the previous invitation) at the least overall cost. Provided, that, after appropriate determination, and after written rejection of bids:

(a) Notification of intention to negotiate under Section 302(c)(14) of the Act and reasonable opportunity to negotiate on the same proposition shall have been given to each responsible bidder and others who may be interested.

(b) The proposed award is the lowest negotiated price offering to meet all Government requirements tendered by any responsible offeror.

g. Negotiations as Otherwise Authorized by Law. Under Section 302(c)(15), (d), (e) of the Act, leases may be negotiated without formal advertising if "otherwise authorized by law." When negotiating pursuant to this provision, the lease should cite the law.

418. FINDINGS AND DETERMINATIONS.

a. An adequate statement of factual findings and determinations, signed by the proper official prior to negotiation, must be made a part of the permanent file to justify use of Sections 302(c)(1), (c)(2), (c)(10), (c)(12), (c)(14), and (c)(15). The appropriate Real Estate Contracting Officer shall execute any of the foregoing, except the findings and determinations under Section (c)(12) which shall be executed by the Administrator.

b. Each finding and determination shall explain the need for, and justify, negotiations. A separate negotiator's report shall be made a part of the permanent file detailing the offers received and essential factors bearing on the ultimate award.

c. No finding and determination document is required where Section 302(c)(3) of the Act is used. In these cases, the lease file should be fully documented with a negotiator's report to show the extent of competition, offers received, and how the selection was justified.

419. MARKET SURVEYS.

a. Comprehensive market surveys by personal canvass of the area where property is needed shall be conducted by:

(1) Consultation with realtors, brokers, managers, and owners.

(2) Independent observation and inspection of properties to provide information concerning the availability, quality, quantity, and probable cost.

NOTE: Circulars and newspaper advertising may be used to supplement such surveys to ensure that the information obtained is current.

b. The market survey shall be fully documented and used as a basis for the solicitation of offers and negotiations.

420. SOLICITATION FOR OFFERS. Whenever leaseholds are to be acquired by negotiation, price quotations, supported by evidence of reasonable prices, and other information considered necessary, shall be solicited from all qualified sources as are considered necessary to assure adequate competition.

a. The comprehensive market survey shall furnish sufficient information, concerning the availability of properties within the geographical area meeting minimum requirements, to afford the Real Estate Contracting Office a valid basis for the selection of sources for soliciting proposals. Agency requirements will often preclude consideration of certain locations because of inaccessibility, possible interference with radio signals, and other factors.

b. Each solicitation for offers shall be released to all prospective offerors at the same time.

c. Where written solicitation for offers is made, a fixed time for their receipt should be established, prior to which no award shall be made. This requirement is not intended, however, to preclude further negotiations, or considerations of offers, or modifications of offers received after such fixed time, but before any award is made. The necessary precautions shall be taken to assure the same proposal is offered to all those interested and that the procedure followed does not operate to the prejudice of any offeror, as would be the case, for example, where the offer of one person is inadvertently disclosed to another, thus providing the latter an unfair advantage.

421. CONDUCT OF NEGOTIATIONS.

a. The completed leasing transaction is essentially the product of diligent, effective bargaining. To be an effective negotiator, the Real Estate Contracting Officer must exercise care, skill, and judgement. He must make full use of his experience and intelligence and be fully informed on the principles governing leasing and the prevailing real estate market. He shall make use of all organizational tools such as appraisal, engineering, and other advice necessary to accomplish, within the accepted limits of fair play, ethics and courtesy, a transaction which will best serve the interests of the Government.

NOTE: The pronoun "he" should also be considered to mean "she"; other pronouns are on the same basis.

b. After receipt of offers, and review and inspection of all locations, oral discussion shall be conducted with all responsible offerors meeting the minimum stated requirements and award factors.

c. Oral discussions shall be conducted to negotiate a rental price acceptable to the Government and to resolve any uncertainty relating to the requirements and specifications. Negotiations shall be completed as expeditiously as possible. Complete agreement on all basic issues shall be the objective of the negotiations.

d. Negotiators Will Consider:

(1) Analysis of the offeror's cost estimates to discover inaccuracies, unrealistic and overpriced items to enable the offeror to revise his price downward.

(2) Rental rates for comparable space, or land, and other factors affecting the real estate market.

(3) That rental offers within the appraised rental value estimate do not necessarily mean that this is the lowest rental obtainable. The negotiator will do everything he can, within obvious ethical limitations, to protect the Government's interests and satisfy himself that the award recommended could not be negotiated at a substantially lower rate.

e. There should be no exchange of oral promises or understandings. There shall be no disclosure of other competitive offers. This factor is an important psychological advantage in the Government's favor. Disclosure of the number of offers, cost, and relative standing of offerors, is prohibited by procurement regulations.

f. A cutoff date must be established for termination of negotiations. The Real Estate Contracting Officer shall receive all offers until an award is made. Offerors shall be advised that the cutoff deadline is at the convenience of the Government, and may be waived by the Government. Sound business judgment shall dictate whether the cutoff deadline is extended. For example, when a specific delivery date is essential or when layout work, appraisal and engineering studies, have been completed on a proposed award location, it may be economically inadvisable to resume negotiation on a new location at a slightly lower rental offer. Each case shall be determined on its own merits. Each such case should be fully documented.

422. AWARDS. Awards are made to that offeror whose offer is the most advantageous to the Government, price, and other factors considered. Prior to making the award, the Real Estate Contracting Officer will ensure that:

a. The file is properly documented.

b. SF-1036, Statement and Certificate of Award (appendix 28) has been completed and executed.

c. All applicable clearances have been obtained.

423. NOTIFICATION OF AWARD.

a. Notices of award will be written over the signature of the Real Estate Contracting Officer representing the office having the authority to execute the lease. Telegrams or mailgrams may be used by the Real Estate Contracting Officer, but such notice must be immediately confirmed by letter. All notification of award made or confirmed by letter, should be sent by registered or certified mail, especially when it is necessary to establish the exact date when the successful offeror receives the notice. A notice of award represents acceptance of an offer; accordingly, it should not provide for the offeror's concurrence or acceptance to become effective.

b. Under no circumstances will any advance notice of award be made to an offeror or the offeror's representative. No information concerning the award will be divulged to any offeror prior to award.

c. Letters of rejection to unsuccessful offerors will be issued simultaneously with notice of award.

424.-430. RESERVED.SECTION 3. LEASING OF SPACE ON AIRPORTS431. REQUESTS FOR SPACE.

a. Prior to the negotiations for space on an airport, the Real Estate Contracting Officer will be furnished a written request providing justification for the particular airport location. If the initial request does not cite the funds for the leasing action, a subsequent request (Form DOT F 4200.1, Procurement Request) must be submitted to the Real Estate Contracting Officer, citing the funds, before a commitment can be made, or lease executed by the Government.

b. Most leasing of space on airports will be performed by the FAA. In those instances, where it is necessary for GSA to lease on-airport space for FAA, the procedures for requesting GSA action listed in section 4 of this chapter will be followed.

432. SOLE SOURCE REVIEW AND APPROVAL OF CONTRACT AWARDS

a. The Real Estate Contracting Officer is the level of approval for sole source justification for real property leases of \$10,000 or less. Sole source leases of real property over \$10,000 require sole source approval of one level above the Real Estate Contracting Officer (Order DOT 4200.10A, dated 6/16/82).

b. Proposed Contract Awards (leases) over \$100,000 shall be reviewed in accordance with Order 4405.9A, Review of Proposed Contract Awards. The contract cost for leases are based on the annual cost, since FAA has only year-to-year leasing authority. However, for leases executed under long-term leasing authority delegated by GSA, the contract cost for this review shall be the total cost for the firm-term of the lease.

**433. PRELIMINARY STEPS IN LEASE NEGOTIATIONS.**

a. Identification of Prospective Lessor. The Real Estate Contracting Officer shall be certain that the prospective lessor actually has the legal authority to grant the lease. At some airports, the municipality is the owner of all buildings and sole lessor. Tenants in these buildings may, or may not, sublease or may be required to obtain Airport Authority, or municipality, consent before granting a sublease. In some instances, private companies own buildings on airports, but are restricted by the airport owner on the type of tenants or terms of the lease.

b. Determination of Prevailing Rental Rates. Rental rates for space in buildings on airports vary considerably, not only between airports, but between areas on a given airport, and between floors in a given airport building. The negotiator shall, therefore, attempt to determine what the "prevailing" rental rate is for space leased by others which is comparable to the space whose acquisition is proposed. He shall also familiarize himself with rental rates paid by geographical area. Such data shall be set forth in his record of negotiations in a clear manner, so that any reviewing authority may determine, and weigh, all the facts.

c. Rental Value Appraisals. When it is necessary to establish fair rental value by the appraisal process, appraisals will be made in accordance with acceptable standards of appraisal applicable to the particular type of property, and in accordance with general appraisal policies and procedures. The preparation of costly, time-consuming, and lengthy appraisal reports should be kept to a minimum.

(1) Lease of Minor Portions of Buildings. Where appraisals are required to establish rental value of a minor portion of a building, it usually will not be necessary to estimate the fee value of the entire property. A sound rental value can ordinarily be estimated by comparison with established rental in subject property and in adjacent similar properties in the community. However, care should be exercised to ensure the reasonableness of the reported rental value, and the appraiser's report must include sufficient data on current rentals to support the rental estimate.

(2) Value of Unexpired Leasehold. Where the premises to be acquired are occupied by tenants under leases which cannot be terminated at will by the landlord, the appraiser's report will set forth, in detail, the terms of the existing leases, and will show the value of the tenant's interest. The value of the tenant's interest is the fair rental value of that part of the property occupied by the tenant for the unexpired term of the lease, or for the term condemned, whichever is shorter, less the rent which the tenant is obligated to pay under the existing lease.

(3) Services. In the absence of an agreement, or contract, a lessor is not bound to furnish any utilities or building services, and such services may not be acquired under the power of eminent domain. It is, therefore, necessary for the appraiser to include in his report, as a separate item, the estimated cost of all customer services that may be required to permit the suitable and convenient use and occupancy of the property. The lessor is required to provide building maintenance (Article 2 of SF 2A and Article 1 of SF 2B General Provisions) unless the FAA assumes that responsibility by agreement or contract.

(4) Improvements Removed. The rental value will be estimated without regard to value of improvements to be removed or destroyed, as compensation for these items are to be included in the rental for the primary term.

434. NEGOTIATIONS WITH PROSPECTIVE LESSOR.

a. Clearcut and unvarying procedures for the conduct of negotiations for space in buildings on airports cannot be prescribed. The requirement submitted to the Real Estate Contracting Officer must be in complete detail, including numbers and sizes of rooms, desired services, etc.

b. In many instances actual quarters may be described in the request for space, with the building, room numbers, etc., set forth. Although the Real Estate Contracting Officer is the only individual authorized to commit the FAA to terms and conditions for the leasing of space, there will be occasions when representatives of the operating services stationed at, or exploring possibilities of establishing an office at a given airport will have discussed their requirements with airport management and/or other aviation interests. This will only be done at the direction of the Real Estate Contracting Officer who shall assure himself that true competition does not exist before entering into negotiations on a sole source basis and, further, that the terms and conditions are both reasonable and acceptable.

c. The negotiator shall, in all instances, secure all data necessary to permit preparation of the lease in complete detail. Lease preparation is described in paragraph 444.

d. Documentation of Lease Costs.

(1) FAA Form 4420-8, Analysis of Values Statement (Leased Space), shall be used to document and justify lease costs. See appendix 7 for instructions on the use of the form.

(2) It is necessary to separate the net rent and lessor-furnished services since the rent will usually remain constant; however, the cost of services is frequently subject to renegotiation.

(3) The lessor's cost of real estate taxes, insurance, building maintenance, and management should be documented on FAA Form 4420-8, if possible.

e. Statement of Lessor's Services and Utilities.

(1) Written Statement of Lessor's Services Utilities. In determining the net rent, when services and utilities are required of the lessor as a part of the rental consideration, the Real Estate Contracting Officer may obtain a statement of operating costs from the lessor, setting forth each service and utility to be furnished under the lease and the estimated annual cost of each for the entire building. The Real Estate Contracting Officer shall satisfy himself that the figures submitted are accurate.

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(2) Alternate Statement of Lessor. In cases where the transaction does not lend itself to the technique prescribed in (e)(1) above, where space to be leased is in a proposed building with operating experience of less than one year, or for any other reason the lessor is unable to provide an estimate of service and utility costs, the following procedure may be followed:

(a) Service and utility costs may be established by reference to appraisal reports relating to substantially similar, and comparable, buildings, existing at the time of appraisal; or

(b) Service and utility costs may be established by reference to the most recent Office Building Exchange Report of the National Association of Building Owners and Managers (BOBA), providing proper adjustments are made of data in this report to reflect differences in building types and services; or

(c) Service and utility costs may be established from interviews of other tenants in the building.

(3) The lease file is to be fully documented with a justification for using the alternate method of estimating service and utility costs, the sources of the data used, and an explanation of the computations and adjustments of the data leading to the final cost estimate.

(4) The service and utility costs shall be documented on FAA Form 4420-8, appendix 7, of this order.

(5) Service costs may be adjusted, to compensate for increased expenses during the lease term, provide special provisions are incorporated into the lease.

435. SEPARATE AGREEMENT FOR SERVICES AND UTILITIES. Instances may be found where a prospective lessor will be willing to grant a lease with renewal options for the expected duration of the Government's need, but with the provisions that the lease cover only the bare rental of the premises and that a separate agreement, cancellable by either party upon written notice, be entered into to cover service and utility costs. If the Real Estate Contracting Officer is of the opinion that such a request is reasonable, he may proceed on such basis.

436. JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY AND REPORTS.

a. The Real Estate Contracting Officer shall advise the prospective lessor that immediately prior to occupancy of the space by the Government, a survey and inspection of the condition of the property should be jointly conducted by a Government representative and a representative of the owner/lessor/agent. Procedures for accomplishment of the survey and inspection are set forth below. The purpose of the survey and inspection is to establish the condition of the space at the time of occupancy, thereby protecting the interests of the parties to the lease.

b. The Government's representative shall be a person designated by the Real Estate Contracting Officer and shall preferably be the manager or representative of the office/facility which will occupy the premises. Documentation of the joint survey and inspection may be accomplished through the use of the sample in appendix 24, Condition Survey Report. The report of the condition of the space at the delivery is extremely important because it will be used for comparing the initial condition with the condition of the premises when the Government vacates the space in connection with claims for restoration, waste (destruction), or damage. Preparation and processing of the forms shall be as follows:

c. The joint survey and inspection report shall be prepared and executed in triplicate. Following execution of the three copies, the original shall be filed with the Real Estate Contracting Officer's copy of the lease; a fully executed copy shall be provided to the owner, the lessor, or the agent, as appropriate; and the remaining fully executed copy shall be provided to the manager of the office/facility which will occupy the premises.

d. Inspections, surveys, and reports may be made by one, or more, qualified employees of the real estate office having jurisdiction. When necessary, requests may be made for technical assistance by employees of other offices.

e. When travel to remote locations would be required, and qualified employees of another office are available at or near the location of the leased property, those employees may, upon request by the Real Estate Contracting Officer, make progress inspections, condition surveys, and reports.

f. Progress inspections are necessary when a lessor is required to perform alterations, improvements, or repairs either as part of the rental consideration or on a lump-sum or installment payment basis. Progress inspections should be scheduled, in accordance with the extent of the work involved, to insure that the work is performed in accordance with the lease. Progress reports should be submitted regularly to the Real Estate Contracting Officer who shall be notified promptly of the actual completion date.

g. Every effort will be made to maintain an amicable working relationship with the lessor. It is essential, however, that both the lessor and the Real Estate Contracting Officer be advised promptly of any failure to meet the contract terms. Discrepancies and unsatisfactory conditions shall be listed by the inspector, showing the date of inspection, and copies of the list will be furnished to the lessor and to the Real Estate Contracting Officer for appropriate action.

h. A detailed narrative report describing the actual condition of the premises as of the effective date of the lease shall be prepared on leases over 2000 sq. ft. in accordance with instructions contained herein. It shall cover all pertinent parts of the leased space; the age of the building; its general condition and appearance; type of construction; condition of ceilings, walls, floors, lighting; condition of paint or other finish; and such other items considered necessary to describe the premises accurately. The use of words such as "fair", "good", or "poor" in the narrative without detailed clarification should be avoided. The report shall be supported by photographs showing:

(1) Damaged or worn portions of the building, equipment, fixtures, and other pertinent factors.

(2) Typical lighting fixtures, ceilings, partitioning, floor coverings, toilets, and other portions of the building, equipment and fixtures (even in new condition). An itemized inventory of related personal property, describing its condition, shall be incorporated in the report.

i. The original of the report, together with supporting documents or photographs, shall be filed with the original of the lease. A floor plan clearly delineating the location of the partitions and other improvements within the leased space may be incorporated into, and made a part of, the report. The plan shall be dated and acknowledged by the initials of both the lessor and the FAA representative. Where installations, alterations, improvements, or performance of any work is to be accomplished by, or on behalf of, the Government and the improvements may be removed by the Government at the expiration of the lease, the initial condition survey shall be made prior to the commencement of any work. Where the installations, alterations, or improvements are to be performed by the lessor, as a part of the rental consideration, the inspection survey and report shall be made upon completion of the work by the lessor and prior to occupancy of the space, if possible.

j. A formal condition survey and report is not required where (1) the proposed space does not exceed 2000 sq. ft., (2) no direct Government expense is required to adapt the space to the proposed use, or (3) future alterations at the Government's expense are not anticipated. In these cases, a brief statement of condition, and certification that the terms of the lease have been met with respect to necessary initial conditioning will suffice.

k. The lease file shall be documented to show that the lessor, or his agent, was requested to participate in the condition survey. The lessor, or his agent, should be requested to concur by signature on the report.

437.-440. RESERVED.

441. RENT-FREE SPACE. Agency policy is set forth in Order 4660.7, Real Property Rights Under the Airport and Airway Development Act of 1970 (49 U.S.C. 1701 et. seq.) And Federal Airport Act (49 U.S.C. 1701 et. seq.).

a. The Federal Airport Act as amended on September 21, 1961, discontinued the right by the Government to obligate the airport sponsor to provide rent-free space in new FAAP grants. Rent-free space rights required under grants issued pursuant to the original section 11(5) of the Federal Airport Act are legally enforceable until those rights expire under the terms of the original grants. Thus, these obligations expire twenty (20) years after the last grant agreement was issued that contractually obligated the sponsor to provide rent-free space to the agency.

b. Extensions of Rent-Free Space Rights Under Lease. Where existing rent-free space leases exist with a termination date after the expiration date of the rent-free space rights acquired under a grant agreement, then such leases govern the termination date, unless the agency ceases to need the space.

c. Use of Space After Expiration of Rent-Free Space. Upon the expiration of rent-free space rights acquired by the agency, further use of the space by the agency shall be based upon a lease of the space obtained by negotiation. Negotiations should not preclude the agency and sponsor from agreeing to continued occupancy of the space without cost where it would fulfill, or partially fulfill, the sponsor's obligations under the assurances provided for by Section 18(a)(6) of the Airport and Airway Development Act of 1970 or subsequent legislation, if applicable. Any rent-free space so acquired must be by mutual agreement and clearly understood that the sponsor is not contractually obligated to provide rent-free space under the 1970 Act.

d. Payment for Operational Costs. All sponsors that provide rent-free space rights to the agency are entitled to payment for light, heat, and janitorial services at reasonable rates that compensate for the actual incurred costs.

e. Lease Provision. When the agency and sponsors agree to continue to provide space without cost, except for actual expenses incurred to maintain the premises, the applicable lease instruments should reflect a mutual benefit consideration based on the service to the sponsor from the space provided by the sponsor.

f. Rights Under ADAP Act of 1970, Airport and Airway Improvement Act of 1972, and Subsequent Legislation. Rights in land, etc., or rights in buildings acquired on airport property for construction, at FAA expense of air traffic control or navigation activities, or weather-reporting and communication activities related to air traffic control, shall be obtained without cost pursuant to Section 18(a)(6) of the Airport and Airway Development Act of 1970, section 511(a)(7) of the Airport and Airway Improvement Act of 1972, and subsequent legislation, if applicable. These rights will be acquired for a term that is not less than the life expectancy of the activity (facility) or as long as the Government has a requirement for the facility, whichever is greater. (See appendix 6, for the life expectancy of the various facilities located on airport property.)

g. Rights for Construction in Buildings. Acquisition of such rights, as contemplated in subparagraph f. above, shall be limited to those required for the construction of structures at Government expense. In this connection, it is envisioned that structures could be built on top of, or as annexes to, existing buildings or buildings to be constructed, with electric, water, gas, sewerage, elevator, and other services obtained by contract.

h. Use Rent-Free Space Rights. Regions shall make use of rent-free space, specifically provided for in grant agreements and leases, in lieu of leasing similar space for the same purpose at a rental cost.

i. Leases. Leases shall set forth rent-free space provisions.

422.-443. RESERVED.

444. PREPARATION AND CONTENTS OF LEASE. Use of the following standard forms (SF) is required by Federal Procurement Regulations, Subpart 1-16.6: SF-2, U.S. Government Lease of Real Property, February 1965 edition (example in appendix 8--note that the language of paragraph 7 makes SF 2-A part of the leasing document); SF 2-A, General Provisions and Instructions, U.S. Government Lease for Real Property, May 1970 edition (example in appendix 9). These shall form the official document to be used in the leasing of space in buildings on airports. Standard Form 2B (appendix 10) is authorized for use when the annual rental does not exceed \$2,000. Any proposed substantial deviations from, or additions to, the printed lease forms, including paragraphs defining additions to the printed lease forms, or paragraphs defining additional rights to, and obligations upon, the Government, unless a general approval for a similar deviation or addition has been given, are to be approved by the Realty Officer prior to submission to the prospective lessor and inclusion in the lease. The Realty Officer will seek the advice of the Regional Counsel where appropriate. Standard Form 2 and 2B shall be prepared as follows, and may be amended to the extent described:

a. Number of Copies. As a minimum an original and two copies, executed by the lessor, and the Real Estate Contracting Officer, will be distributed as follows:

- (1) Original retained by the Real Estate Contracting Officer.
- (2) Copy to the lessor.
- (3) Copy to the Accounting Division, if there is a monetary consideration, or if required by other local procedures.
- (4) Reproduced copies will also be provided to:
  - (a) Official in charge of the office/facility which will occupy the space being leased.
  - (b) The Manager, Airway Facilities Sector which has maintenance jurisdiction, if an air traffic control facility is involved.
  - (c) The Contracting Officers Representative, if a COR has been appointed.

b. Date of Lease. The date the lease is signed shall be inserted in the block provided near the top of page 1 of SF 2. Since this date should be that upon which the lessor grants the lease, he shall be requested to insert the date he signs the agreement.

c. Lease Number. A contract number shall be assigned to the agreement by the Real Estate Contracting Officer and inserted in the Lease No. block at the time the lease is prepared.

d. Introductory Paragraph. Insertions as noted parenthetically below shall be made in the introductory paragraph:

(1) "THIS LEASE, made and entered into this date by and between (full name of lessor in capital letters) whose address is (full street or post office address, including ZIP code) and whose interest in the property hereinafter described is that of (title evidencing lessors' interest, discussed below), hereinafter called the Lessor, and the United States of America."

(2) Examples of language inserted to describe the lessor's interest in the property are as follows: "Owners," "Agent for (name) the owner," "Leasee under Lease dated (date) granted by (Owner's name) the owner."

e. Article 1 - Description and Use of Premises.

(1) The description of the space should be as accurate and complete as possible, including room numbers, respective dimensions and areas, total area, floor number, building designations, street address (if any), airport designation, city/town/village, county, and state. If the rooms are not numbered, the precise location of the space in the building should be described by appropriate reference. Such detail is required to permit the drafting of complaints to the lessor regarding particular portions of the premises, the development of real property reports, the amendment of the lease when a portion of the premises is to be altered or relinquished, etc. Descriptions similar to the following (which are not descriptions of actual space) will be acceptable.

(a) "Approximately 606 square feet of floor space located on the second floor of the New Terminal Building, Port Columbus Airport, Columbus, Franklin County, Ohio, more particularly described as follows: Room No. 20, approximately 10'6" by 12'6", containing approximately 131 square feet; Room No. 21, approximately 18' by 12'6", containing approximately 225 square feet; and Room No. 22, approximately 20' by 12'6", containing approximately 250 square feet."

(b) "Two adjoining rooms, 14' by 16' and 14' by 20'9", containing 224 square feet and 291 square feet, respectively, containing a total of 515 square feet of floor space, immediately adjacent to and west of the conference room in the southeast corner, second floor, Administration Building, Augusta State Airport, Augusta, Kennebec County, Maine."

(2) When there is not sufficient space in Article 1 to describe the premises, the description may be included under an additional article in the lease or an attachment. Where rent-free and rented space is included in one lease, both types of space should be described.

(3) The intended use of the space shall be described in specific terms, e.g., "Federal Aviation Administration, General Aviation District Office."

f. Article 2 - Initial Term.

(1) The effective date upon which the Government shall have the right of occupancy shall be inserted in the first blank and the end of the fiscal year in the second.

(2) Where all of the space is provided rent-free, a sentence should be included at the end of article 2 which defines the basis for the rent-free space, e.g., mutual benefit.

(3) If only a portion of the space in the lease is rent-free, the basis for the rent-free space may be shown in article 2, or elsewhere.

g. Article 3 - Rental.

(1) Rented Space.

(a) The annual rental rate shall be inserted in the first line. Provision may be made to apportion this rate into semi-annual, quarterly or monthly payments, through appropriate insertions in the second line. The words, "the Lessor," or the name and full address (including ZIP code) of the payee designated by the Lessor shall be inserted at the end of article 3.

(b) A separate article may be used to further break down the rental.

(2) Rent-Free Space.

(a) When the lease contains only rent-free space, Article 3 shall be stricken in its entirety unless changed to reflect only charges for services or utilities furnished by the lessor.

(b) When the lease contains both rented and rent-free space, this paragraph shall be used to show the total annual cost and a separate article shall be used to break down the rent, services, utilities, etc.

h. Article 4 - Cancellation Clause.

(1) Termination By The Government. The number of days' notice in writing which the lessor requires the Government to give to terminate the lease shall be inserted in article 4. The stipulation of from 30 to 60 days' notice may be agreed upon by the Real Estate Contracting Officer and lessor. If the prospective lessor insists upon a longer period of days, or upon the exclusion of this article, the matter should be referred to the Realty Officer for decision.

(2) Mutual termination or termination by the lessor. The Realty Officer must approve any stipulation for mutual cancellation (e.g., both parties may cancel upon 60 days' notice) or termination by the lessor. Any decision to allow mutual termination, or termination by the lessor, must take into consideration the office/facility involved, duration of requirement, rent-free or rented space, improvements, etc.

1. Article 5 - Renewal Option. The clause shall be deleted in its entirety. An automatic renewal clause shall be substituted, as described in the discussion of Articles 7 and 8 below. The deletion of Article 5 shall preferably be accomplished through lining out the first and last lines with pen and ink and joining the end of the first line and the beginning of the second line with a further line, forming a large "Z".

j. Article 6 - Services and Facilities Furnished. The services and facilities which the prospective lessor agrees to provide should be spelled out in detail. The language inserted shall be such as to insure that a dispute does not later arise over intent. For the purpose of guidance, the insertion of language such as "heat, light, janitor service and access to water and toilet facilities", is clearly not adequate. Because Government needs vary and the capability of property owners to provide services also varies, specific detail for insertion in article 6 cannot be prescribed. The following, provided as a guide, contains detail of the type required:

(1) Heat and/or Air Conditioning. In negotiating and writing these provisions in a lease, the following shall be considered: Order 4660.5A Conservation of Energy in FAA Occupied Space and Buildings; FPMR 101-20.116 Conservation of Energy by Executive Agencies; Order 1053.1 Energy Planning and Conservation; other applicable laws, directives and Executive Orders. Where technical space is involved, negotiators should obtain engineering advice for specific air conditioning requirements and spell them out in more precise language.

(2) Electricity. Current for lights, air conditioning, communications, and office machines. Replacement of fluorescent tubes, ballasts and starters, as required. (Note: Special requirements for computers and electronic equipment should be set forth when the electricity for this equipment is provided by the lessor.) Also, refer to Order 4660.5A for guidance.

(3) Water. Potable drinking water available through an electric water fountain in the hall adjacent, or close, to the premises.

(4) Toilet Facilities. Access to men's and women's toilets which shall be adequately supplied with toilet tissue, soap, towels, hot and cold water, and maintained in a clean and sanitary condition.

(5) Janitor Services. The furnishing of all labor, materials, and equipment necessary to accomplish: (a) daily sweeping of all floor space, emptying of ash trays, waste baskets, and removal of trash; (b) weekly waxing (using non-skid wax) and polishing of floors; (c) monthly washing of windows and cleaning of venetian blinds; and (d) semi-annual cleaning of overhead lighting fixtures. (All other janitorial requirements and supplies will be clearly defined in the lease or attachment to the lease. Where the lessor does not provide these services under the lease, a separate contract will be entered into.

(6) Venetian Blinds. Recording, retaping and replacement as required.

(7) Draperies. Cleaning and replacement as required.

k. Article 7 - Attachments. As indicated in the introduction to this paragraph, the General Provisions, Certification, and Instructions (Standard Form 2-A, shown on appendix 9) form a part of the lease. Article 7 refers to the SF 2-A. The date of the edition of SF 2-A (May 1970) shall be inserted in Article 7. There shall also be inserted in Article 7 a description of any and all other attachments to the lease. Typical attachments are as follows:

(1) Automatic Renewal Clause. The inclusion of this clause is mandatory except, of course, in the case of a lease covering a single fiscal year where renewal is not required. This clause shall be appended through the use of the suggested formats shown on appendix 11.

(2) Disputes. All leases shall contain a clause regarding disputes pursuant to the Contract Disputes Act of 1978 (41 U.S.C. 601 et. seq.). If a claim arises relating to the lease, the lessor must submit a claim to the contracting officer who shall issue a written decision on the dispute in the manner specified in FPR 1-1.318. This mandatory clause shall be appended through the use of the suggested format shown on appendix 27.

(3) Repainting and Redecorating. A clause specifying the lessor's responsibilities for periodic repainting and redecorating of the premises is mandatory. It should be typed as Article 11 of the lease and shall usually read as follows:

"The Lessor shall accomplish interior repainting and redecorating of the leased premises not less than once every five years of Government occupancy under this lease."

If, however, negotiations show it is local practice to paint more frequently and on a set schedule, the suggested language may be amended by substitution of appropriate language such as "once every two years" or "once every three years." In no event shall the lease provide for a longer period of time between repainting and redecorating than five years.

(4) Vehicle Parking. A clause must be inserted reflecting the agreement reached with the lessor regarding parking accommodations for official, visitor, and employee vehicles. The language of the clause is left to the discretion of the Real Estate Contracting Officer. The location in which the parking is provided should be described as accurately as possible. In negotiating and developing the clause, refer to the following directives which set forth policy and procedures regarding the agency parking program:

(a) Order 4665.3A - Policy on Parking Accommodations at FAA Occupied Buildings and Facilities. This order announces policy on providing accommodations for official, visitor, and employee parking in FAA occupied buildings and facilities.

(b) Executive Order 12191 - Federal Facility Ridesharing Program promotes the use of ridesharing.

(5) Equal Opportunity Clause. Clause 9 of SF 2-A shall be used for leases when the total annual lease cost (rent and services) exceeds \$10,000. It shall be deleted in its entirety for leases with annual lease cost of \$10,000 or less.

(6) Examination of Records by Comptroller General. Clause 11 of SF 2-A shall be deleted in its entirety. An attachment to the lease (appendix 12) shall be made for leases when the total annual lease cost exceeds \$10,000.

(7) Corporate Certificate. If the lessor is a corporation or municipality, a form as shown on appendix 23 shall be attached. An officer signs on behalf of corporation or municipality, the secretary or assistant secretary (if a corporation), or by the town, city, or county clerk, or other official (if a municipality). In no event should the same person sign on behalf of the lessor and also complete the certification. There are instances when a municipality will require a certificate different from that shown on appendix 23.

1. Evidence of Authority. When a lease is negotiated with an individual representing the owner, documentary evidence must be attached to the lease evidencing the individual's authority to sign on behalf of the owner, such as a Power of Attorney. When a lease is negotiated with an official for a corporation, state or authority, municipality or other public body, evidence as to his authority to sign must be obtained.

m. Article 8 - Changes. The deletion of Article 5 shall be noted here, as well as any other legally acceptable changes to the printed language of SF 2 or SF 2-A.

n. Permissive Changes in Standard Form 2-A. The following changes in Standard Form 2-A may be made (and noted in Article 8) without the need for prior clearance through the Realty Officer:

(1) Paragraph 1 - Subletting the Premises may be deleted if the prospective lessor declines to extend this right.

(2) Paragraph 4 - Alterations may be deleted from Standard Form 2-A and replaced by the clause shown on appendix 13, whenever it is determined necessary, or desirable, to include provisions for restoration.

#### 445. ADMINISTRATION OF LEASE.

a. Lessor Name Change. Should an airport be transferred from a municipality to an authority, or should the name of the lessor be changed for other reasons, documentary evidence of the transfer or change shall be secured and placed on file with the lease document.

b. Real Estate Contracting Officer and Contracting Officer's Representative.

(1) When dealing with lessors, FAA personnel, other than the appropriate Real Estate Contracting Officer, must be aware of the fact that they are not authorized to commit, or to imply commitment of the Government, or to direct action by the lessor, without prior authorization of the Real Estate Contracting Officer. Such unauthorized statements by personnel may result in the refusal of the Government, at a later, date to reimburse the lessor for any performance on the basis of such statements. Aside from the legal aspects of such situations, violation of the principle cited does not promote good relations with lessor, and is not in the best interests of either of the contractual parties.

(2) In the performance and administration of its contracts, the FAA is represented by, and acts exclusively through, a Real Estate Contracting Officer, and persons designated by him to represent him. Employees of the FAA, other than Real Estate Contracting Officers and their authorized representatives, are without authority to bind the FAA in the administration of its contracts. Thus, no other employee of the FAA should attempt to take any contractual action with a contractor concerning the administration of a contract. However, nothing in the foregoing statements shall be construed as limiting the compliance and security elements in fulfilling their equal opportunity responsibilities. Although some contract administration functions are delegated by the Real Estate Contracting Officer in property administration, he remains responsible for taking appropriate remedial action to protect FAA's interests when the lessor may become delinquent in performance, or otherwise fails to comply with contractual terms.

(3) The "contracting officer's representative" (COR) may include managers or supervisors of field facilities and offices, local coordinators, field logistics specialists, etc.

(4) The Real Estate Contracting Officer is the Government's agent in dealing with a contractor on matters affecting a real estate contract. As such, it is his responsibility, to ensure that the contract is performed in strict accordance with the contract terms. Other personnel, "contracting officer's representatives", are frequently required to assist the Real Estate Contracting Officer in the administration of contracts. However, when such assistance is required the scope of such person's authority must be clearly defined. This should be accomplished in accordance with the procedures set forth below.

(5) The "contracting officer's representative", must be guided by instructions of the Real Estate Contracting Officer on contract matters. This requirement is in addition to, rather than in place of, the normal exchange of information and instructions between such personnel and their supervisors. The special nature of the relationship between the Real Estate Contracting Officer and his representatives must be recognized. Normal supervisory relationships must not prevent the free and direct exchange of information and instructions on contract matters between the Real Estate Contracting Officer and his representatives.

(6) The designation of any employee as the "contracting officer's representative" (COR) to assist in the administration of a contract does not of itself give or imply any authority whatever to modify, change or waive any of the terms and conditions of that contract. Such authority, if appropriate, must be specifically delegated and defined within the framework of administration policy and orders governing the delegation and redelegation of contracting authority.

(7) Provision may be made for alternate CORs, as well as more than one COR, each delegated authority to represent the Real Estate Contracting Officer under the different sections of the contract.

(8) Procedure for making designation. Real Estate Contracting Officers shall consult with supervisors of personnel assigned to assist in the administration of contracts, to determine the scope of authority to be granted. However, final determination in this matter is solely the responsibility of the Real Estate Contracting Officer. When it has been decided as to the scope of authority to be granted, the following steps shall be taken to accomplish the designation:

(a) Letter of designation. An individual selected by the Real Estate Contracting Officer to represent him shall be designated by letter in which the extent of the individual's authority shall be specified in clear terms. A copy of the letter shall be furnished to the individual's supervisor. Refer to FAA Procurement Regulation Subpart 12A-76.3 (Contracting Officer Support Personnel) for sample letters which may be revised to meet specific situations.

(b) Notification to contractor. The contractor (lessor) shall be notified of the designation and furnished a copy of the letter of designation and any ensuing changes.

(c) Designation clause in contract. If, at the time the contract is being drafted, it is known that certain functions concerning the administration of the contract will be assigned to a Real Estate Contracting Officer's representative, the responsibility of the designee should be defined by insertion of an appropriate contract clause. The requirement for the letters described above is not eliminated by the inclusion of such a clause in the contract. In such cases, the letter should refer to the clause, provide any necessary amplification, and specifically designate the individual by name.

(9) A contracting officer's representative may also be designated because of his official position and with the intention that a successor in office would continue to act as Real Estate Contracting Officer's representative. The designation may be made by title of the position and, or not, by name.

(10) In the case of non-compliance or other problems with terms of the lease, that the Real Estate Contracting Officer cannot resolve with the lessor, he will report the matter to the Realty Officer or Space Management Officer, as appropriate.

c. Amendment of Space Leases. Space leases are frequently amended to add or delete rooms, or to increase or decrease services. No numbered form is prescribed; however, formats similar to that in appendices 14 and 14-1 may be followed.

d. Termination on Behalf of the Government. Where the Government has the sole right or mutual right of cancellation (article 4 of SF 2 or SF 2-B), termination may be accomplished by written notice to the lessor. The certified or registered mail return receipt evidences delivery. Copies of the notification shall be provided to the appropriate FAA accounting office, the office which has occupied the space, and any other offices which may have a need to know of the cancellation. If cancellation requires agreement by both parties, a document similar to appendix 22 may be used.

e. Alterations, Improvements and Repairs. Any and all alterations, improvements, and repairs to leased premises, which are to be accomplished at Government expense, are discussed in Order 4660.1, Real Property, or proposed Order 4660.\_\_, Real Property Management and Disposal.

f. Negotiation Of Replacement Leases.

(1) Where a lease is to expire and continuation of the Government's interest in the space is desired, the Real Estate Contracting Officer shall take timely action to secure a new lease and related service agreements which may be required. Initiation of action a minimum of five months prior to the termination of an existing lease, may be timely. The Real Estate Contracting Officer may lengthen or shorten the period for negotiation, provided that the period established is adequate to insure the protection of the Government's interests.

(2) Before undertaking negotiations for a replacement lease, the Real Estate Contracting Officer shall make a determination as to whether true competition exists, and competitive bidding should be solicited. Acquisition of space on airports will be by negotiation (See section 2), except where all factors are present which will permit true competition, and the formal advertising method is required by law. Sole source acquisition will conform to section 3, paragraph 432, and Order 4405.6A, Sole Source Review and Approval.

(3) The lease shall be prepared on SF 2 and SF 2B.

(4) The lease costs must be documented and justified on FAA Form 4420-8 (appendix 7).

(5) The Real Estate Contracting Officer will insure the continuance of rent-free space if provided for under the lease, or other agreement.

446. RESTORATION OF LEASED PREMISES. This paragraph prescribes the procedure in processing a lessor's claim for restoration and/or damages when the FAA is liable under the terms of the lease or operation of law. Only that part of this paragraph dealing with implied covenant against waste is applicable in the administration of the lease, except where a restoration provision is specifically used. Restoration should be fully discussed at the time of negotiations for space, and the lease will reflect the agreement reached.

a. Contractual Liability. The FAA's liability for restoration must be contractual, arising from the lease.

(1) The use of the provision shown in Appendix 13, or a similar provision obligates the government to restore the premises, excepting ordinary wear and tear, etc., or make a settlement.

(2) Paragraph 2 of SF 2A, and paragraph 1, General Provisions of SF 2B obligates the lessor to maintain the premises in good repair and tenantable condition, except in cases of damage arising from the act or negligence of the Government's agents or employees. The lessor, to that extent, may be absolved from his contractual responsibility to so maintain the premises.

(3) Where the FAA is responsible for maintenance of the exterior or interior of the premises, or both, under the lease, failure to properly maintain the premises will result in liability of the FAA to restore the premises to such

condition as if the premises had been satisfactorily maintained in accordance with the terms of the lease.

(4) Paragraph 3, SF 2A and paragraph 2, General Provisions, SF 2B, relating to total or partial destruction of the leased premises by fire or other casualty, does not necessarily obligate the FAA to restore the premises. The Government ordinarily is not liable for restoration of a building, damaged by an explosion or fire while being used by the Government for purposes authorized by the lease, where the cause of the damage is unknown and cannot be determined, and negligence on the part of the Government is not shown.

(5) The Government has no restoration liability for items of damage resulting from reasonable and ordinary wear and tear, or for damages by the elements or by circumstances over which the Government has no control. Reasonable and ordinary wear and tear varies with the type of property leased and use made of it. The variety of uses and types of properties entails different standards for determination of what comprises reasonable and ordinary wear and tear. It shall be presumed that a lessor is aware of the potential degree of wear and tear incident to the use for which he leases the property, and has made provision for such depreciation in the consideration he accepts for the use of the premises.

b. Implied Liability. Where a lease does not contain an express provision as to waste or damage, there is an implied obligation to use the property without causing waste, whether or not the lease contains a restoration provision. The usual measure of damages for waste is the diminution in value of the property due to the acts complained of. Committing waste can be the mere negligence or failure to do something, or a deliberate and voluntary act which are additions to or removal from the premises of a fixture, equipment or alterations.

c. Estimate of Restoration. In determining the extent of the FAA's obligation to restore, the property must be studied as is and a comparison must be made against the conditions existing as of the commencement of the FAA's continuous occupancy. Restoration shall be limited generally to that made necessary by the removal of alterations, improvements, fixtures, additions, structures, signs, machinery, and equipment installed by the FAA or by the lessor or others, on behalf of, and at the direct expense of the FAA (except increased rental), and to that made necessary by wear and tear beyond that which is reasonable and ordinary under the circumstances. Each item certified for restoration shall be above and beyond the exceptions contained in the lease.

d. Notice for Restoration. Ordinarily, notification by the lessor of his intention to require restoration of the premises is, when required by the terms of the lease, a condition precedent to any action on the part of the FAA to restore.

e. Determining the Government's Liability.

(1) Upon receipt of a written notice requesting restoration or claiming damages, all records should be reviewed to ascertain.

(a) The contractual rights and obligations of the parties with respect to restoration.

(b) Whether the notice is timely and valid in light of the lease provisions.

(c) What alterations may have been made at the expense of the Government and not as a part of the rental consideration.

(d) Whether there was an initial condition survey and report.

(2) Request lessor, in writing, to furnish a list of the items which he expects to be restored, or for which he claims damages, and his itemized cost estimate.

(3) The Real Estate Contracting Officer will request appropriate personnel to make an analysis of the work to be performed, and to estimate the cost.

(4) Arrangement will be made to provide for an informal appraisal as to the effect, on the current market value of the property, if it were restored to its original condition.

(5) The designated personnel will inspect the premises to compare the initial condition of the property to the final condition, and to the specific list of restoration or damage items provided by the lessor.

(6) After the inspection, the inspector will prepare a written report on the items which are subject to restoration or damage claim, and relate the report to the lessor's list of items where possible.

(7) An estimate of restoration will be completed and will include an estimate of the time necessary to complete the restoration and repair of any legitimate items of damage.

(8) When appropriate, the Real Estate Contracting Officer will obtain a formal appraisal of the property to estimate its current market value in the unrestored condition as against its value if it were restored.

f. Method of Settlement of Claims.

(1) The Real Estate Contracting Officer shall determine which of the following methods will be most advantageous to the Government in arriving at a settlement of a claim for restoration:

(a) Physical restoration by the FAA when the estimated cost of additional rent, maintenance, and operation for the required period to accomplish the work is less than the total cost involved in settlement by any of the other methods listed below. (Physical restoration is seldom the most economical approach.);

(b) Payment of cash in lieu of restoration when this is less than the estimated cost of actual restoration; or

(c) The transfer of all or a part of the alterations, improvements or installations to the lessor in lieu of restoration; provided the items so transferred are fixtures which, if removed, would unreasonably damage the premises, thereby creating an additional obligation to restore. All such settlements shall be fully documented by the party effecting settlement to show clearly the economies and may also result in the following:

1. The payment of cash by the lessor where the value of the items transferred to him exceeds the cost of actual restoration.

2. The payment of cash by the FAA where the value of the items transferred is less than the cost of actual restoration.

(2) No payment by either party should be made where the value of items transferred equals cost of restoration.

(3) Abandonment of alterations or improvements will be made pursuant to the agreement reached in negotiations.

g. Negotiated Settlements.

(1) Negotiated settlements, in lieu of performance of actual restoration work by the FAA, are favored. The Real Estate Contracting Officer must carefully consider all possible approaches and select the best procedure in each case.

(2) Property Enhanced in Value by Improvements. Where the leased property has been enhanced in value by the FAA's improvements, no restoration should be performed nor payment made, in lieu thereof. Instead, effort should first be made to obtain from the lessor a cash payment to the Government equal to the "in place" value of the improvements, together with a full release of the FAA from any restoration obligations. If the lessor is not willing to pay "in place" value, but will offer a lesser amount in excess of the estimated net salvage value, settlement may be reached on that basis. If the lessor will not agree to make payment of any amount, or will offer only an amount which is less than the net salvage value of the improvements, consideration should be given to selling the improvements for removal, and accomplishing any remaining restoration obligations by payment in lieu thereof, or by actual performance of the work. If necessary, arrangements should be made for the separate sale of any or all the improvements. The terms of sale in such case will require the removal of the improvements on or before the expiration or termination of the lease, and contain any other special provisions applicable to the particular case. Bids received should be compared with the highest price offered by the lessor, due weight being given to the cost of restoration, if any, which would remain after removal of the improvements. It must always be borne in mind that the disposition of public property to private parties must be at prices which can be shown to be in the best interest of the Government.

(3) Reaching Agreement on Estimates of Cost. The survey and condition report must specify the items to be restored. Where there is a variance in the estimates and the lessor's total estimate is lower, effort should be made to settle on the basis of his estimate. If the lessor's overall estimate is higher

than that of the FAA, effort will be made to reach agreement on acceptance of the Government's total estimate. If the lessor's estimate is substantially higher on specific items, it may be desirable to demonstrate its reasonableness. The Government's estimate of cost for items of restoration should not be made available to the lessor in detail. If no liability is determined to exist, the lessor will be fully informed as to the reasons for non-inclusion of items in the estimate. When a satisfactory cash settlement in lieu of restoration by the Government cannot be negotiated, regions and centers are authorized to perform the actual restoration work.

(4) Abandonment of Government-Owned Improvements. Comply with the procedures in Order 4660.1, Real Property, or proposed Order 4660., Real Property Management and Disposal, and FPMR Subpart 101-47.5 Abandonment, Destruction, or Donation to Public Bodies.

(5) Claims for Loss or Damage of Personal Property. In some cases, owners have been allowed to store personal property owned by them, or under their control (not covered by the lease), on premises leased from such owners by the Government. In some instances, the rooms, in which this property was stored, have been broken into and upon cancellation of the lease, it has been found that much of the property was damaged or missing. Unless the lease specifically places some responsibility on the Government, payment for such damaged or missing property cannot be included in restoration settlements for payment. In the event the lessor refuses to sign a full release, a provision may be included in a supplemental agreement releasing the Government from all liability, except claims for damage, loss, or destruction of personal property stored on the leased premises, and not covered by the lease. The lessor may be advised that he may submit a claim for the amounts which he considered to be due him.

h. Limitations. The maximum amount that legally may be expended for restoration, or for settlement cannot exceed the diminution in the present fair market value (FMV) (as against its restored FMV), which would be caused by the FAA's refusal to restore. This diminution in value theory applies where the cost of physical restoration, apart from items of ordinary wear and tear, exceeds the dollar difference between the current fair market value of the property and its value if restored. Example: Through damage and waste the fair market value of the FAA leased space is \$100,000. The restored value would be \$150,000; however, it would cost \$70,000 to restore. In this example the FAA could expend only \$50,000.

i. Preparation of Releases and Supplement Agreements.

(1) Releases. Where restoration is demanded or damages alleged, and it has been determined that FAA has no liability, attempt should be made to secure an unqualified release as of the date that the lease terminates.

(2) Supplemental Agreements. When settlement is to be effected by transfer of improvements to a lessor in lieu of restoration, or by the payment of cash by either the FAA or the lessor in lieu of restoration, or a combination of these methods, it will be supported by a supplemental agreement to the lease.

(3) A copy of such release and any supplemental agreements should be forwarded to the appropriate FAA accounting office.

j. Restoration in Condemnation Cases. In order to clarify the Government's obligation for damages and/or restoration where property is occupied through condemnation (as contrasted with its obligations for restoration under normal leases), the following comparison is pertinent. Under leases, all provisions and stipulations are arrived at by mutual consent. Enforcement of the lease depends upon the mutual understanding of the parties resulting in a binding contract. Where property is occupied after condemnation proceedings, there is no such mutual consent. Administration of the leasehold estate thus condemned is based on satisfying the Government's requirements with a minimum of damage to the premises. At the conclusion of such occupancy, subject to court approval, it is necessary to restore the premises physically or to compensate the owner in lieu of restoration, but only to the extent of his damages. He is entitled to reimbursement in an amount equal to the loss in market value of the condemned property as of the date of the taking. This sum should not be influenced by the actual use to which the owner has applied his property, or by those uses to which he may desire to put it, but must be based on just compensation of the uses for which it is best suited.

447. LIABILITY CLAUSE. This clause should not be routinely inserted in leases. Its use should be restricted to those instances where the lessor specifically requests a save harmless provision. The approved clause shall be as follows: "In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.) hereafter termed "the Act", the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity."

448. TOWER OPERATING AGREEMENTS.

a. Simultaneously with the negotiation of a lease for airport traffic control tower quarters at an airport, where such a facility has not previously existed, an agreement, entitled "Agreement for Operation of Airport Traffic Control Tower by the FAA," sample shown on Appendix 15, shall be executed.

b. When a new lease for existing tower quarters is negotiated to replace a lease expiring by limitation, a new tower operating agreement will not be required unless the original tower operating agreement provides that it should terminate coincident with the termination of the original lease. If it is necessary to prepare a new tower operating agreement to replace an expiring agreement, and to run concurrently with a replacement lease, an automatic renewal clause shall be included in the agreement.

c. Where a Government-owned tower structure is to be erected on an existing structure owned by others, or as part of a structure to be erected by others, appropriate provisions of the basic tower operating agreement, discussed in subparagraphs a. and b. above, may be incorporated into the special type of agreement, or placed into a revised form of tower operating agreement to fit the circumstances.

d. Tower operating agreements are prepared in the same number of copies as for the tower leases in association with which they are negotiated. The original tower operating agreement must be retained in the current tower lease file for as long as the tower operating agreement itself remains in effect. Under no circumstances should an active tower operating agreement be retired with a superseded lease. If tower operating agreement clauses were included as part of the expiring lease, these clauses must be included in the superseding lease.

449.-460. RESERVED.

#### SECTION 4. LEASING OF SPACE OFF-AIRPORTS

461. PURPOSE. This section provides guidance for space acquired through GSA and the furnishing of requirements for future Federal building construction projects.

#### 462. FEDERAL PUBLIC BUILDING CONSTRUCTION.

##### a. Reference.

(1) Federal Property Management Regulations, Subpart 101-19.204, requires that each Federal agency cooperate and assist in the development of information to support a Federal public building construction project.

(2) Federal Property Management Regulations, Subpart 101-17.5, provides that requests for space in Federal buildings, proposed for construction, be submitted to GSA on Net Space Requirements for Future Federal Building Construction GSA Form 144 (See appendix 16).

b. General. The Public Buildings Act of 1959 requires that GSA develop and implement suitable programs to provide space in buildings for the housing of the various agencies of the Government. Section 7 of the Act specifies that GSA will submit to the Public Works Committees of the Congress a prospectus for each proposed Federal building construction project. A prospectus developed by GSA is based, in part, on information furnished by each Federal agency. It is, therefore, essential that the FAA furnish GSA complete data on space occupied as well as identification of those facilities that should be excluded from each proposed construction project.

c. Responsibility. It shall be the responsibility of each Space Management Officer to furnish the Acquisition and Materiel, ALG-1, Attn: ALG-200, when specifically requested by letter, a complete and accurate inventory of all space occupied by employees of the agency in the metropolitan area where GSA proposes a Federal building construction project as provided under 462e. The Materiel Management Division (ALG-200) shall be responsible for reviewing and transmitting the data to the Department.

d. Inventory Coverage. Report all agency administrative space located within the metropolitan area.

e. Net Space Requirements for Future Federal Building Construction (GSA Form 144). This report requires the submission of one or more of the following parts:

(1) An original and one copy of GSA Form 144 for each location when it is contemplated that the agency will have need for space in the proposed Federal project. Complete both parts of the form in accordance with the instructions contained on the reverse of the form. See appendix 16 for typical example.

(2) In addition to (1) above, a letter listing all space to be retained by the agency in preference to inclusion in the proposed Federal project. This listing shall contain all agency space, regardless of location, with the exception of air navigation, communications, and air traffic control facilities. The letter shall group the Federal project by location: agency facility identification, facility address, square feet occupied, number of authorized employees, and whether the facility is Federal-owned or -leased. A statement shall follow the listing justifying retention of the space in lieu of moving to the Federal project.

(3) A negative report, if the agency has no requirement or does not occupy space in metropolitan areas where construction projects are planned.

#### 463. GSA LEASED SPACE.

a. All leased space off-airport will be leased by GSA unless GSA authorizes the FAA to do so. There are isolated cases where GSA leases on-airport space for the FAA. These usually involve lease renewals where GSA originally leased the space.

b. The requesting office must submit a request (new space or renewal) to the Space Management Officer.

c. No commitment shall be made to GSA or funds cited on the Request for Space (SF 81) unless funding has been approved (See chapter 3, section 4).

d. Except as provided in paragraph 463e, the Space Management Officer shall submit, to the appropriate GSA regional office, an SF 81, Request for Space (appendix 17) for administrative space needs. Such requests shall also be filed before for taking action to supplement or renew any lease. When required, GSA Form 1476, Space Requirements Worksheet, will also be submitted to GSA (See appendix 20).

e. An SF 81 need not be submitted to GSA when the space is:

(1) Leased for no rental, or for a nominal consideration of \$1 per year; or

(2) Special purpose space as defined in Subpart 101-18.104-1,1(2) of the Federal Property Management Regulations as follows:

- (a) The Aeronautical Center at Oklahoma City, Oklahoma.
- (b) Air Route Traffic Control Centers.
- (c) Garage space held under service contracts.
- (d) Not more than 10,000 square feet of space at airports.

f. GSA Actions on Space Requests. GSA will examine all requests to determine the course of action which will best serve the interest of the Government, and then take the following actions:

(1) If suitable Government-controlled space appears to be available, GSA will notify the FAA Space Management Officer submitting the request. After necessary alterations have been made, and agreement is reached between FAA and GSA on the suitability of the space, the space will be assigned to FAA.

(2) If no suitable Government-controlled space is available, GSA will:

(a) Notify the agency that it may proceed with the space acquisition when the appropriate block is checked in Item 16 of the SF 81, indicating that the agency is authorized to acquire space under its authority; or

(b) Take necessary action to acquire space for the agency. If appropriate, regions may request to participate in the GSA market survey.

464.-465. RESERVED.

#### SECTION 5. SPACE EMERGENCY OPERATING PROCEDURES

466. PURPOSE. This section sets forth certain emergency authorities and procedures that will be required to acquire space in time of national emergency.

467. AUTHORITIES.

a. The FAA has no specific authority to lease space under national emergency conditions other than under the authorities cited in paragraph 104.

b. GSA Order PBS P 2400.4A allows GSA, on an emergency basis, to waive formal advertising requirements. Agency officials making determinations with respect to administrative space, when normal agency procedures are not being applied, shall observe the emergency policies and procedures prescribed by the General Services Administration. Updated copies of the GSA emergency orders and regulations are maintained in the files of essential records at FAA's relocation sites.

c. Article 302(e) of the Federal Aviation Act of 1958, provides that in the event of war, the President, by Executive Order, may transfer to the Department of Defense any functions of the FAA Administrator.

**468. TEMPORARY SUSPENSION OF PROCEDURES.**

a. Under national emergency conditions, during which it is impractical to conform to normal standards and procedures governing the acquisition, modification, and utilization of space under FAA authorities, all of the provisions of chapters 2 and 3 may be waived (except budgetary requirements) by directors of regions, centers, and Metropolitan Washington Airports, or their designees, to the extent necessary, without prior approval of higher administrative authority.

b. Whenever environmental conditions, time, personnel, transportation, and communications permit, space matters will be handled in accordance with normal operating procedures.

**469. RESPONSIBILITIES.**

a. Directors of regions, centers, and Metropolitan Washington Airports, or their designees, are responsible for providing space necessary for the continuity of executive direction and operational control over their assigned organizational elements, and for validating emergency space requirements.

b. Directors of regions, centers, and Metropolitan Washington Airports will determine when it becomes impractical to continue operation of normal procedures. Under such circumstances, they may waive any or all other provisions of chapters 2 and 3, except for budgetary constraints. They shall restore normal procedures as conditions permit, or when directed to do so by higher administrative authority.

c. Space actions taken under emergency authority shall be documented as well as possible in order to permit subsequent restoration of normal procedures and controls.

**470. BUDGETARY GUIDANCE.** Paragraph 502a of Order 1900.1C, FAA Emergency Operations Plan, requires that in the event of a national emergency, and in the absence of specific instructions from the Office of Budget, all existing budgetary constraints will remain in effect.

**471. SPACE AVAILABILITY.** The capability for supplying space needs, during a national emergency, will depend upon the extent of damage to structures in the area in which the space is required. Emergency administrative space requirements will be satisfied through utilization of resources in accordance with the following priority order:

- a. Usable space already within the agency's control.
- b. Acquisition of space through the General Services Administration.
- c. Cooperative arrangement for sharing of space with other Federal agencies.
- d. As a last resort, direct identification and negotiation for space from nongovernment sources.

**472.-499. RESERVED.**

## CHAPTER 5. LEASE CONSTRUCTION

500. GENERAL. This chapter outlines agency procedures regarding construction of space by sponsor/private parties for the purpose of leasing to the FAA.

501. USE OF LEASE CONSTRUCTION. Pursuant to the objectives expressed in paragraph 107 of this handbook, the FAA will utilize the lease construction method of acquiring space only when:

a. The space will be located on an airport, or GSA has delegated to the FAA authority to acquire space off-airport; otherwise, GSA will be requested to acquire space off-airports.

b. Leasing space, for the duration of the requirement, is more economical than Government construction.

c. Sufficient suitable space in existing buildings, or a building under construction cannot be obtained more economically.

d. The space is required for administrative purposes, flight service stations, Automated Flight Service Stations, or a combination of all. Future Automated Flight Service Station space should be leased if more economical (See paragraph 248a).

502. WASHINGTON APPROVAL. Whenever lease construction involves administrative space requiring project approval, as required by paragraph 316b, requests for approval shall be submitted to the Acquisition and Materiel Service and the Office of Budget.

503. ADDITIONAL GUIDELINES. Space in the following categories will not be considered as lease constructed space:

a. Buildings, extensions, or additions, the construction of which is substantially completed prior to date of FAA invitation for bid, or date that negotiated offers were solicited.

b. Buildings already in existence, but which require extensive repairs, alteration, improvements, or remodeling prior to occupancy by FAA.

c. New buildings, or extensions of, and additions to existing buildings, the status of which, on the date of issuance of the invitations for bid, or on the date negotiated offers were solicited, met all of the following conditions:

(1) Title to the site was vested in the offeror, or the offeror possessed such other interest in, and control over, the site to enable starting construction.

(2) Design was complete.

(3) Construction financing was fully committed.

(4) A building permit for construction of the entire building, extension, or addition has been issued.

(5) Actual construction is currently in progress or a firm construction contract with a fixed completion date has been entered into.

504. DATA REQUIREMENTS. When lease construction is approved, justification for the decision will be retained in regional file documentation. The extent to which a lease construction project needs to be justified should be based on the facts related to that project. Appendix 18 is provided as a guideline for the kind of data that, as appropriate, can be made a matter of record to support a lease construction decision.

505.-599. RESERVED.

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CHAPTER 6. RESERVED

600.-699. RESERVED.

**CHAPTER 7. ACCESSIBILITY OF FAA BUILDINGS TO PHYSICALLY HANDICAPPED PERSONS**

**700. PURPOSE.** This chapter implements Public Law 90-480 (Architectural Barriers Act) as stated in Order 4660.2, Accessibility of FAA Buildings to the Physical Handicapped, in making buildings accessible to physically handicapped persons.

**701. GENERAL.**

a. All agency-owned or -leased buildings, as defined in paragraph 702b, shall be designed, constructed, or altered in such a manner that they are accessible to, and usable by, physically handicapped persons.

b. Portions of buildings that are being altered shall be made accessible to physically handicapped persons without regard to their location within the building.

c. Whenever possible, additional alterations will be made to other areas to ensure that physically handicapped persons have access to those portions of the building that have been altered for their use.

d. Whenever feasible, FAA-owned or -leased offices or facilities which were constructed, altered, or leased, prior to the dates specified in paragraph 702b, will be made accessible to physically handicapped persons.

e. The feasibility of making alterations for situations described in subparagraphs c. and d. above, shall consider the standards and exemptions of this chapter, Federal medical employment policy, costs, and funding constraints. Funding for these situations will be included in future agency budget submissions.

**702. DEFINITIONS.** For the purpose of this chapter, the following definitions shall apply:

a. Alteration. Any work performed on those parts of existing buildings or their appurtenances, that are susceptible to installation or improvements to accommodate physically handicapped persons. This includes but is not limited to the following:

- (1) Stairs
- (2) Doors
- (3) Elevators
- (4) Toilets
- (5) Entrances
- (6) Drinking Fountains
- (7) Floors
- (8) Telephone locations
- (9) Curbs
- (10) Parking areas
- (11) Vending machine areas
- (12) Convenience outlets

b. Building. As defined in P.L. 90-480, "building" means any building or facility (other than a privately owned residential structure and any building or facility on a military installation designed and constructed primarily for use by able-bodied military personnel) the intended use for which will either require that the building or facility be accessible to the public, or may result in the employment or residence therein of physically handicapped persons, which building or facility is to be:

(1) Constructed or altered by or on behalf of the United States after September 2, 1969;

(2) Leased in whole or in part by the United States between August 12, 1968, and December 31, 1976, if constructed or altered in accordance with plans and specifications of the United States;

(3) Financed in whole or in part by a grant or a loan made by the United States after August 12, 1968, if the building or facility is subject to standards for design, construction, or alteration issued under authority of the law authorizing such a grant or loan;

(4) Constructed under authority of the National Capital Transportation Act of 1960, the National Capital Transportation Act of 1965, or Title III of the Washington Metropolitan Area Transit Regulation Compact; or

(5) Leased in whole or in part by the United States after January 1, 1977, including any renewal, succeeding, or superseding lease, or lease extension.

703. STANDARDS. Except as provided in paragraphs 705 and 706, every building shall be designed, constructed, or altered in accordance with the minimum standards in the "GSA Accessibility Standard" as developed by the General Services Administration, in consultation with the Department of Health and Human Services. Departures from these standards by use of other methods will be permitted when it is evident that equivalent accessibility and usability of the facility are provided. Except as provided under paragraph 702b and paragraph 706, buildings designed, constructed, or altered before the effective date of this standard shall be in accordance with the minimum standards in the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," published by the American National Standards Institute, Inc., (ANSI A117.1-1961) (R1971). Buildings under design will be subject to the requirements of the GSA Accessibility Standard if the date of bid invitation falls after the effective date of this standard.

NOTE: This Order does not purport to implement the Architectural and Transportation Barriers Compliance Board's proposed "Minimum Guidelines and Requirements for Accessible Design" nor the proposed "Uniform Federal Accessibility Standard" under development by the four federal standard-setting agencies (GSA, Departments of Defense, Housing, and Urban Development, and U.S. Postal Service). FAA orders, as appropriate, will be amended to conform to the Minimum Guidelines and/or Uniform Federal Accessibility Standard, if, and when, adopted by the GSA.

704. APPLICABILITY. All FAA-owned or -leased buildings and facilities have been determined to fall within the meaning of paragraph 702b, except for those facilities or portions of facilities which must be manned or serviced entirely by personnel without physical handicaps. In making this determination, consideration shall be given to the Federal employment policy of requiring job applicants and employees to possess only the minimum physical and mental abilities necessary for safe and efficient performance of the duties of a particular position. Appendix 19 provides a summary, in chart form, showing the accessibility requirements for FAA-owned and -leased buildings.

705. EXEMPTIONS.

a. The standards established in paragraph 703 shall not apply to:

(1) The design, construction, alteration, or lease of any portion of a building which need not, because of its intended use, be made accessible to, or usable by, the public or by physically handicapped persons.

(2) The alteration of an existing building if the alteration does not involve the installation of, or work on, existing stairs, doors, elevators, toilets, entrances, drinking fountains, floors, telephone locations, curbs, parking areas, or any other facilities susceptible of installation or improvements to accommodate physically handicapped persons.

(3) The alteration of an existing building, or of portions thereof, to which application of the standards is not structurally possible.

(4) The construction or alteration of a building for which plans and specifications were completed or substantially completed on or before September 2, 1969. Provided, however, that any building defined in paragraph 702b(4) shall be designed, constructed, or altered in accordance with the standards in paragraph 703, regardless of design status or bid as of September 2, 1969.

(5) The leasing of space when it is determined, that after receipt of bids or offers, no otherwise legally acceptable proposal substantially meets the requirements of the "GSA Accessibility Standard." If no offeror or bidder meets the requirements of the standard, then preference shall be given to the offeror or bidder who most nearly complies with the standard prescribed in paragraph 703. If the award is proposed to a firm other than the one offering space that most nearly complies with the entire "GSA Accessibility Standard", and whose bid or offer is reasonable as to price, and is otherwise legally acceptable, a waiver or modification of those standards, that could have been met but that are not being furnished, must be obtained.

(6) The construction of buildings financed by ADAP grants. Handicapped accessibility for these buildings are regulated by Section 504 of the Rehabilitation Act of 1973 as implemented by 49 CFR Par 27 (Nondiscrimination on the Basis of Handicap in Federally-Assisted Programs, etc.). These buildings are required to meet the ANSI standards.

b. Until experience more clearly defines the conditions under which the exemptions may be used, all but the most obvious cases shall not be exempted under the provisions of paragraph 705a. If questions exist for the applicability of one of the exemptions, a recommendation shall be submitted to request a waiver or modification from GSA (See paragraph 706 below).

c. Paragraph 705a(4) shall not be used to exempt buildings or facilities when the start of their construction is delayed sufficiently to permit the inclusion of these standards. In all cases, an 18-month period between completion of plans and specifications (including standard plans and specifications), and the start of construction, shall be considered an adequate period to incorporate these standards into the design.

#### **706. WAIVER OR MODIFICATION OF STANDARDS.**

a. The applicability of the standards contained in this chapter may be waived or modified on a case-by-case basis under Section 101-19.605 of the FPMR's. However, such waiver or modification must be approved by GSA. Requests for waivers or modification to the requirements contained in paragraph 701c and d shall be prepared in the same manner as those required for GSA approval; however, they may be approved by Region or Center Directors, Metropolitan Washington Airports, or the Acquisition and Materiel Service, as appropriate. Requests for waiver or modification shall be made in as outlined in paragraph 706b.

b. Data to be Submitted. When a GSA waiver is required, the report recommendation for waiver from, or modification to, the provisions of Public Law 90-480 shall be submitted in letter format, and shall contain sufficient detail to permit Washington headquarters evaluation and the development of a formal request to GSA. Specific information to be included in the narrative is as follows:

(1) <sup>#</sup> Name and location of building or facility for which the waiver or modification is being requested.

(2) Size of building or facility.

(3) Reason(s) for the recommendation.

(4) Estimated cost to comply with the provisions of P.L. 90-480.

(5) Impact on agency mission, programs, etc. (if not covered in (3) above).

c. Submit the recommendation to the Acquisition and Materiel Service, ALG-1, Attention ALG-200, for evaluation.

#### **d. Coordination.**

(1) When recommendation for waiver or modification involves ARTCC's, FSS's, ATCT's, or other similar technical type facility, the Acquisition and Materiel Service will coordinate the recommendation with the Program Engineering and Maintenance Service.

(2) ALG will also coordinate the recommendation with APT, AGC, AAM, and the program office.

e. Preparation of Formal Request for Waiver or Modification from GSA. ALG shall prepare the formal request to GSA for the Secretary's, S-1 signature. Each request for waiver or modification shall be forwarded to AOA-1 and shall contain the following items:

- (1) The formal request to GSA for S-1 signature (when required).
- (2) A letter from AOA-1 to S-1 requesting the waiver or modification be submitted to GSA (when required).
- (3) A briefing letter to AOA-1 prepared by ALG. This briefing letter shall outline the position of the coordinating offices and recommend approval or disapproval of the request. Where nonconcurrence(s) is received on the recommended action, the nonconcurring office(s) shall prepare a letter outlining the reason for the nonconcurrence(s).
- (4) When appropriate, letter(s) of nonconcurrence prepared by ALG.

707. RECORDKEEPING. Each new lease and each new construction or alteration project shall be documented with a statement that (a) the standards contained in this chapter are applicable to and have been or will be incorporated in the design, construction, or alteration; or (b) the standards have been waived by the Administrator of GSA, AOA-1, or other official as appropriate (in which event the justification for waiver shall be stated); or (c) the project is within one of the exceptions set out in paragraph 705 of this chapter (the specific exception being identified); or (d) such other statement as may be appropriate with respect to application of the standards. This documentation shall be available to the Administrator of GSA upon request.

708. FUNDING. Funding requirements resulting from the application of the criteria contained in the chapter shall be justified and authorized in accordance with existing budgetary and fiscal policies.

709. REPORTING. Instructions for reporting all projects subject to the requirements of Subpart 101-19.6 of the FPMR are covered in Chapter 12 of Order 4660.1, Real Property and proposed Order 4660.\_\_, Real Property Records, Reports, and Inventories.

710.-799. RESERVED.