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Water Quality Management and Testing in GSA Leased Spaces

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Agenda

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Background

- GSA established the [GSA Order on Drinking Water Quality Management](#) in 2016, which established standards for maintaining drinking water in Federal facilities.
- The Centers for Disease Control and Prevention (CDC) tracked a 9-fold increase in cases of Legionnaires disease between 2000 and 2018. Vacancy in commercial buildings led to a significant decrease in cases during COVID, however counts have risen since the pandemic.
- GSA is not immune to this trend and has encountered water quality issues in a number of federally-owned buildings and leased spaces.
- As a result of these and other factors, the GSA PBS Office of Facilities Management made substantial updates to the GSA Order in 2023. This update institutes a more proactive approach to water management and ensures consistent implementation across facilities.

What tests will GSA require?

GSAs more proactive approach to water quality management includes conducting baseline testing of water in all GSA facilities, including leased spaces.

The Lessor will be required to provide the results of 3rd-party testing for the following contaminants:

- *Legionella*
- Total Coliform including *E. coli*
- Lead
- Copper

Where will GSA require testing?

GSA will issue a change order via a Unilateral Lease Amendment (ULA) requesting this testing for all GSA leases, with the following exceptions:

- Leases for less than 60 square feet of usable square footage (e.g., parking, antennas, kiosks, etc.) as these are assumed to not have drinking water systems
- Leases that expire during FY24*
- Triple net leases where the government is responsible for operations, maintenance, and repair (GSA will do the testing)
- Tenancy agreements with the United States Postal Service (USPS)

* Leases expiring in FY 24 will be considered at a later time.

More about the Baseline Water Testing...

- Testing will be done on approximately 6,400 leases in 6,000 buildings
- Unilateral Lease Amendments (ULAs) are being issued using a phased approach
 - Phase 1: 207 ULAs issued Feb 13th and 15th
 - Phase 2: 588 ULAs issued March 18th and 19th
 - Phase 3: ~2,000 ULAs issued on or about April 16
 - Phases 4 - 5: To be determined, to be issued approximately 1 month apart
- Lessors have 90 days from receipt of the ULA to provide GSA test results conforming to the scope of work.

How will GSA issue the Unilateral Lease Amendments?

- ~1 week prior to Phase: GSA will send an FYI email from noreply@gsa.gov. This will let you know which of your leases will be included in this phase.
- Phase execution date: GSA will issue a change order via a Unilateral Lease Amendment (ULA) to the Lessor **via DocuSign**
 - ULA will be sent to lessor entity's email address as registered in SAM.gov, along with a copy to lessor's property management POC, if known.
 - If neither are the correct POC to secure testing, recipient should forward email and ULA to lessor's appropriate representative for action.

More about the ULA...

ULA includes a Scope of Work (SOW) and Not To Exceed (NTE) pricing for water testing

- SOW outlines testing parameters, exceedances and 3rd party testing qualification requirements
- This is an iterative process where we learn from prior phases.
- **Do not** assume that the ULA from a prior phase is accurate for subsequent phases.

GSA is funding the testing using an established not to exceed amount based on an Independent Government Estimate.

- Based on square footage and/or # of leases/building as supported by independent government estimate (IGE)

What if the NTE amount is not sufficient?

If a Lessor is requesting additional funding for testing, the Lessor must FIRST submit a request for additional funding to the GSA Lease Administration Manager (LAM) prior to commencing work.

- The Lessor must request submit a request for a price increase to the LAM within 30 calendar days of receipt of the ULA.
- The LAM will forward the request to the appropriate regional staff.
- Lease Contracting Officers (LCO) will reach out to discuss and negotiate, as needed.
- Lessor will be required to provide proper documentation and justification for additional funding.
- GSA will determine if additional funding is approved. There is no guarantee your request will be granted.

What happens once you have your ULA?

STOP - go to [this checklist](#) which outlines the steps required before and after sampling. This will help you confirm if your deliverables meet the requirements of the SOW.

At a high level the Lessor will:

- Obtain a qualified 3rd party sampling contractor - Provide the **ENTIRE SOW** directly to the contractor.
- Coordinate testing with local agency and GSA Lease Administration Manager (LAM).
- **Immediately notify** the GSA Lease Administration Manager of the results of any test showing threshold exceedances.
- Submit test results and test reports to waterquality@gsa.gov. See ULA Section D for appropriate document naming conventions.
- In the case of actionable test results, the Lessor will take follow up action in order to comply with the lease requirements for potable water. *Follow up actions to mitigate issues are not reimbursable.*

What do you need to test?

Legionella sampling locations must include:

- Building common and tenant showers - at least 1 sample for every 3 fixtures.
- All point-of-use outlets that are primarily designed for human consumption in a Child Care Center (*if applicable*).
- All point-of-use outlets that are primarily designed for human consumption or treatment of patients in a Health Unit (*if applicable*).

Legionella, lead, copper, and total coliform (including *E. coli*) samples must include:

- 10% of water outlets used for human consumption, such as drinking fountains, bottle fillers, and kitchenettes. In smaller facilities, at least five outlets must be tested. If five are not available, please note that in the report.

What if an exceedance is found in your leased space?

The 3rd-party sampling contractors **MUST** notify Lessors within 24 hours of noting any exceedances.

Lessors are required to immediately notify the GSA LAM of any exceedances and mitigate potential for occupant exposure. The ULA outlines corrective actions that the Lessor might need to take to address the issue, including ***but not limited to:***

- Removing the impacted outlets from service, posting signage, and notifying tenants
- Remediation actions such as flushing the system, adjusting operational parameters, or implementing a water management program in accordance with industry-standard response actions
- Retest the impacted fixtures once the remediation actions are complete to ensure that the corrective actions are effective in controlling the hazard before returning the outlet back into service

All corrective actions and follow-up testing to verify that corrective actions have been effective are the full responsibility of the Lessor, per the terms of the lease.

How do you invoice for the testing once it's complete?

Lessor must email an electronic copy of the invoice to the Lease Administration Manager identified in the ULA and copy g-rex.file@gsa.gov within 3 business days after the completion of the scope of work.

- The invoice must clearly break out the amount paid by the Lessor to the Lessor's testing contractor.
- Section D of the ULA outlines specific naming conventions for submission of invoices and other documentation.

What if you can't test?

The Lessor is required to perform the testing under the “Changes” clause of the lease contract.

If the Lessor will not perform the required testing, GSA will take action.

- GSA will work with the Lessor to determine why the testing cannot or should not be performed.
- GSA may decide to perform testing in the leased space.
 - The Lessor is *still* responsible for any necessary remediation, even if GSA performs the testing.