

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES GENERAL SERVICES ADMINISTRATION, AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICER
REGARDING CONFERENCE ROOM #3 RENOVATION OF THE
BYRON WHITE U.S. COURTHOUSE, DENVER, COLORADO**

This Memorandum of Agreement ("MOA" or "Agreement") is made as of this 16th day of June 2011, by and among the United States General Services Administration ("GSA"), and the Colorado State Historic Preservation Office ("SHPO"), referred to collectively herein as the "Signatories" or individually as a "Signatory", pursuant to 36 C.F.R. Part 800, regulations implementing Section 106 of the National Historic Preservation Act ("Act") as amended, 16 U.S.C. 470f.

WHEREAS, GSA proposes to renovate Conference Room #3 of the Byron White U.S. Courthouse ("Building"), located at 1823 Stout Street, Denver County, in Denver Colorado, which includes renovations of the restrooms, adding a kitchenette area, installation of a retractable wall system between Conference Room #3 and adjacent Appeals Courtroom by demolition of the dividing wall and closets ("Undertaking"); and

WHEREAS, GSA has defined the Undertaking's area of potential effect (APE) to be the Appeals Courtroom and Conference Room #3, located on the southwest corner of the Building, Second Floor; and

WHEREAS, GSA has determined that this Undertaking will have an adverse effect on the characteristics of the Building that cause the Building to be listed on the National Register of Historic Places ("NHRP"); and

WHEREAS, the SHPO has received and consulted with GSA upon the Project Scope and drawings ("Approved Project Documents") which can be found in Attachment 1, and concurs the Undertaking will have a minimal adverse effect upon the Building; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), GSA notified the ACHP of the adverse effect determination with specified documentation, and the ACHP has declined to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

WHEREAS, GSA has consulted with the City of Denver Landmarks Preservation Commission ("City LPC"), regarding the effects of the Undertaking on historic properties, and the City LPC agreed to be a Consulting Party ("Consulting Party") to this MOA; and

NOW, THEREFORE, the Signatories agree that the Section 106 consultations for this MOA have concluded successfully and that therefore the Undertaking shall be implemented in accordance with the following stipulations in order to take into account and mitigate the Undertaking's effect on historic properties, and that these stipulations shall govern the Undertaking and all of its parts until this MOA expires or is terminated.

STIPULATIONS

The GSA shall ensure that the following measures are carried out:

I. REQUIREMENTS

- A. The Undertaking, including the mitigation under Stipulation I.E. of this MOA, shall be planned, developed and executed in a manner consistent with the Approved Project Documents and the

recommended approaches contained in the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Treatment Standards"), GSA's Technical Preservation Guidelines, (<http://www/gsa.gov/technicalpreservationguidelines>), and prevailing applicable codes.

- B. GSA shall ensure that all historic preservation work, including the mitigation under Stipulation I.E. of this MOA, performed by GSA or on its behalf pursuant to this MOA shall be accomplished by or under the direct supervision of a person or persons who meet(s) or exceed(s) the pertinent qualifications in the Secretary's Professional Standards (36 CFR 61 [1983]) in those areas in which the qualifications are applicable for the specific work performed.
- C. GSA will ensure that the construction documents, including the specifications, are developed in compliance with the Approved Project Documents. Significant architectural design changes made between the proposed design phase and the completion of construction documents will be subject to review and comment by the SHPO and City LPC.
- D. GSA will determine whether any conflicting conditions discovered or caused by an unknown field condition, or changes proposed (e.g. change orders) during implementation of the Undertaking, may result in an adverse effect on the Building. If the determination is that adverse effects may result, GSA will forward written documentation of the determination, along with proposed measures to resolve the adverse effects, to the SHPO and City LPC. Unless the SHPO or the City LPC objects in writing within seven (7) calendar days of receiving such documentation, GSA may proceed with the work. Otherwise, GSA will resolve the objection through further consultation with the SHPO and City LPC, or in accordance with the Dispute Resolution process in Stipulation II of this MOA, before proceeding with the work.
- E. GSA will mitigate the adverse effects of this Undertaking by restoration of three light fixtures within the Building (two in the main lobby, and one in the Appeals Courtroom). Missing arms from these fixtures will be replaced by replicating the existing arms as new in appearance, design, color and material.

II. DISPUTE RESOLUTION

Should any Signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, GSA shall consult with such Signatory to resolve the objection. If GSA determines that such objection cannot be resolved, GSA will:

- A. Forward all documentation relevant to the dispute, including GSA's proposed resolution, to the ACHP. The ACHP shall provide GSA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, GSA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the Signatories, and provide them with a copy of this written response. GSA will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, GSA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, GSA shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories to the MOA, and provide them and the ACHP with a copy of such written response.
- C. GSA's responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

III. AMENDMENTS

Any Signatory to this Agreement may propose that this Agreement be amended, whereupon all Signatories will consult for no more than thirty (30) calendar days to consider such amendment. The amendment will be effective on the date a copy signed by all of the Signatories is received by the ACHP.

IV. TERMINATION

If any Signatory to this MOA determines that its terms cannot or are not being carried out, that Signatory shall immediately consult with the other Signatories to attempt to develop an amendment per Stipulation III., above. If within thirty (30) days, an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatories.

Once the MOA is terminated, and prior to work continuing on the Undertaking, GSA must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. GSA shall notify the Signatories as to the course of action it will pursue.

V. DURATION OF THIS MOA

The terms of this MOA shall endure until completion of the Undertaking, but no later than the end of 2013. Prior to such time, Signatories may extend the duration of the Agreement through an amendment per Stipulation IV., above.

VI. EFFECTIVE DATE OF THIS MOA

This MOA shall take effect on the latest date of execution of any Signatory hereto, which such Signatory shall insert such date in the first paragraph on page 1 of this MOA, and the filing of this MOA with the ACHP.

VII. AVAILABILITY OF FUNDS

This Memorandum of Agreement is subject to applicable laws and regulations. Fulfillment of this Memorandum of Agreement by GSA is subject, pursuant to the Anti-Deficiency Act, 31 U.S.C. §§ 1341 et seq., to the availability of funds. This MOA is not an obligation of funds in advance of an appropriation of such funds, and it does not constitute authority for the expenditure of funds. If GSA does not have sufficient funds available to fulfill the stipulations of this MOA, GSA shall so notify the ACHP and SHPO and shall take such actions as are necessary to comply with all requirements of 36 CFR Part 800. Nothing in this MOA shall be deemed to authorize an expenditure of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341 et seq. GSA shall make reasonable and good faith efforts to seek funding for implementing this MOA.

VIII. SIGNATURES

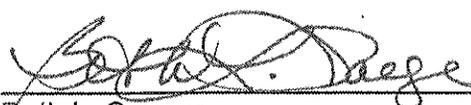
Execution of this Memorandum of Agreement by the Signatories, and implementation of its terms, evidence that the GSA has afforded the SHPO and ACHP an opportunity to comment on the Undertaking and its effects on historic properties, and that the GSA has taken into account the effects of the Undertaking on historic properties, in compliance with 36 CFR Part 800.

IN WITNESS WHEREOF, the Signatories to this MOA have caused this MOA to be executed by their proper and duly authorized officers.

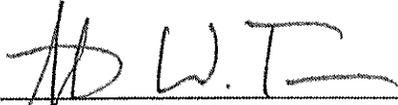
SIGNATORIES:

U.S. GENERAL SERVICES ADMINISTRATION

By:  Date: 6/2/11
Paul Prouty
Regional Commissioner
Public Buildings Service, Rocky Mountain Region

By:  Date: 6/16/11
Beth L. Savage
Federal Preservation Officer

COLORADO STATE HISTORIC PRESERVATION OFFICE

By:  Date: 5/20/11
Edward C. Nichols,
Colorado State Historic Preservation Officer

MEMORANDUM OF AGREEMENT

**Conference Room #3 Renovation
Byron White U.S. Courthouse
Denver, Colorado**

GSA Concurrences and Distribution

Concurrence (Required):



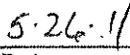
Regional Counsel, 8L LAB



Date

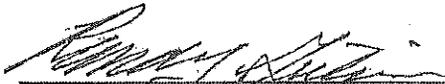


Regional Historic Preservation Officer, 8PC

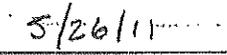


Date

Distribution Checklist:



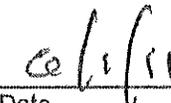
Project Manager



Date



Director, Property Development

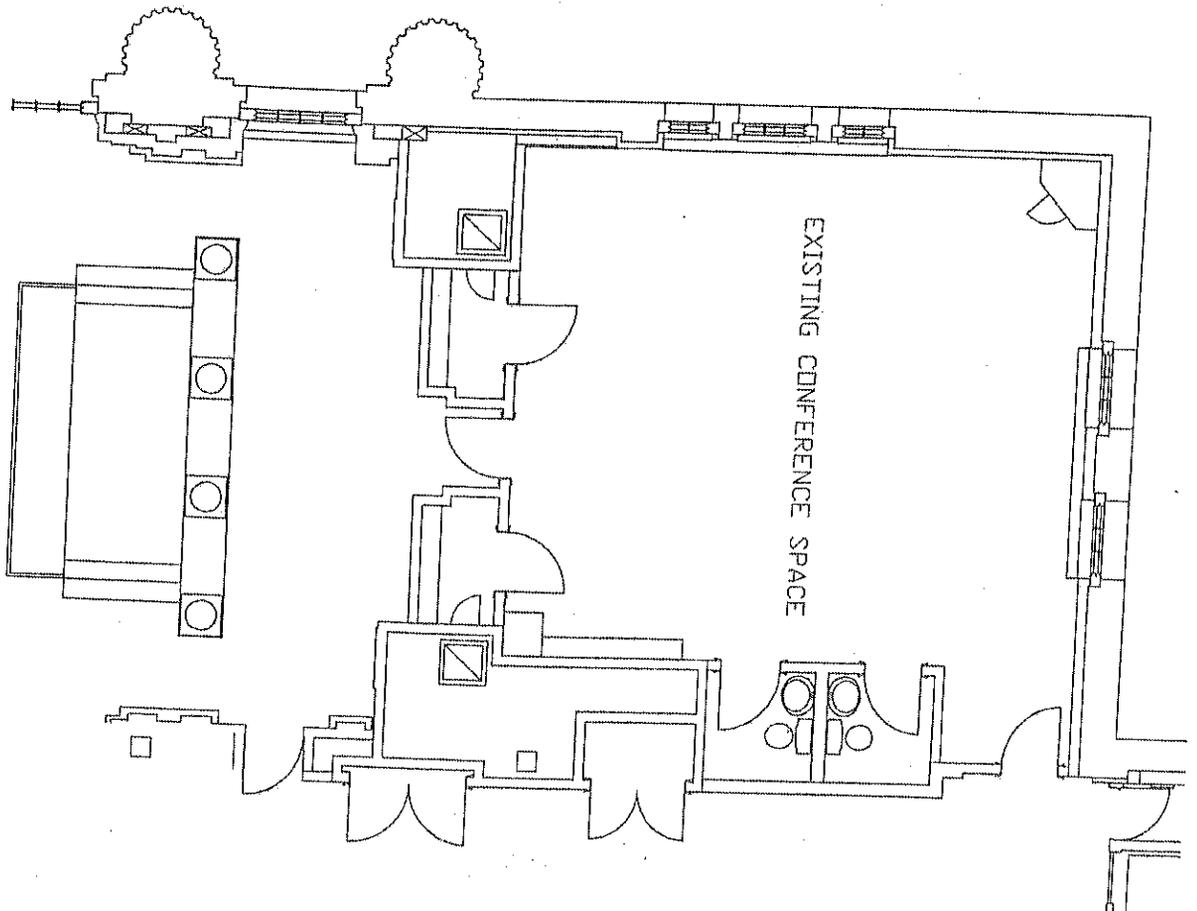
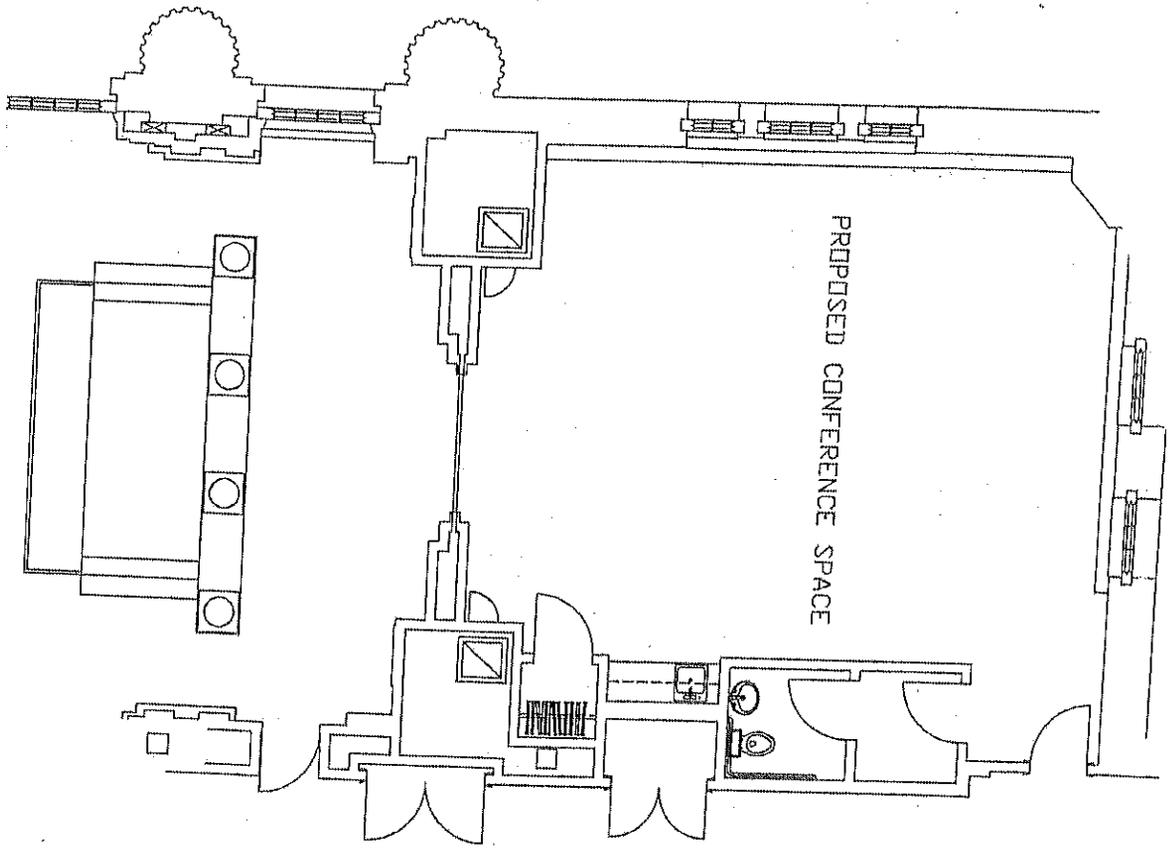


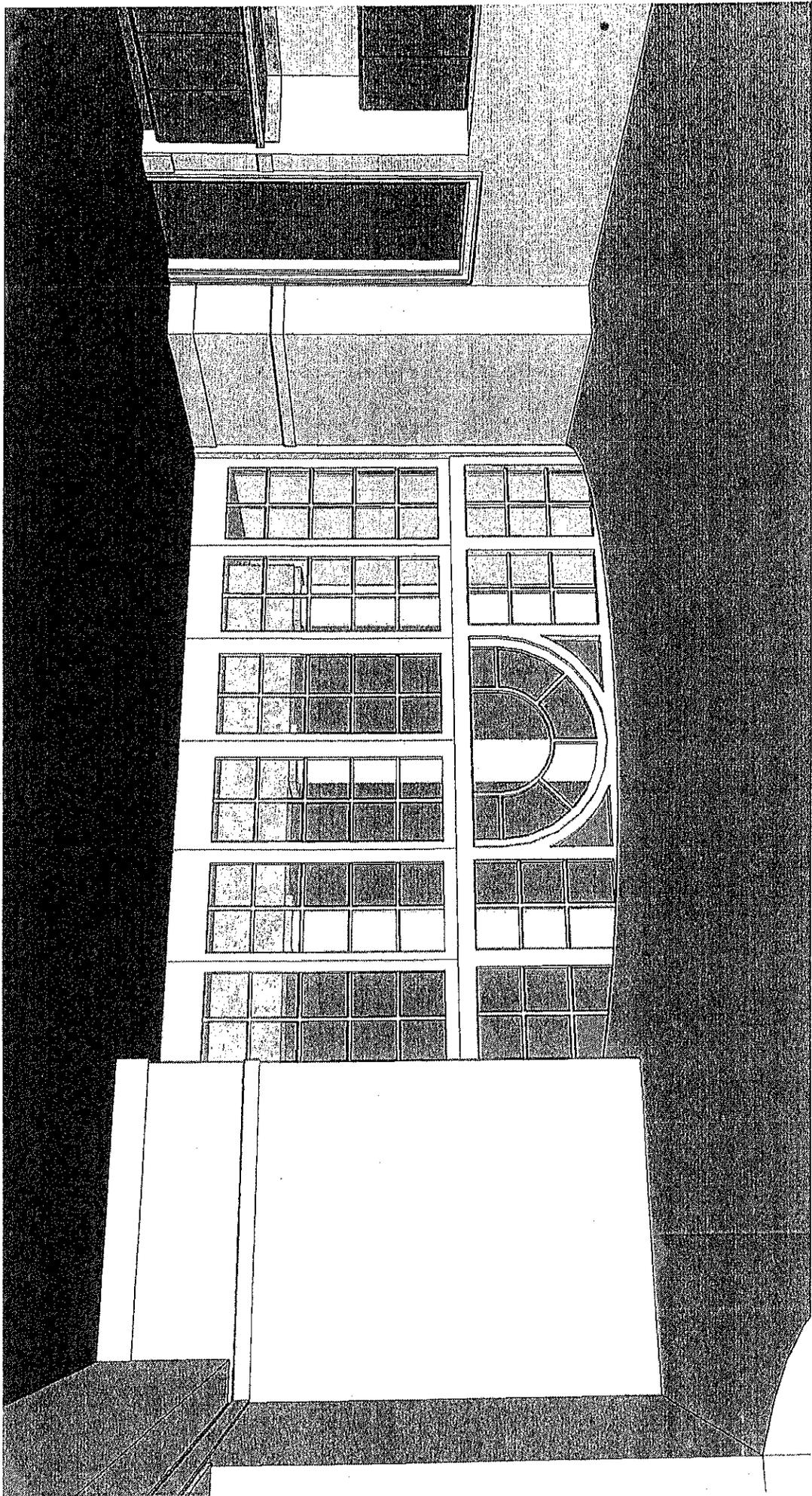
Date

For further guidance, refer to ADM P 1020.2 Procedures for Historic Properties, 3.2. Responsibilities, 4.c. Coordination of GSA's compliance, 9. Study of alternatives, and 11. Mitigation measures.

ATTACHMENTS:

1. Approved Project Documents







SCOPE OF WORK

BYRON WHITE COURTHOUSE

Circuit Court Conference Room #3 Reconfiguration

4/29/2011

Project Location

- Byron White Courthouse
- 1823 Stout Street
- Denver, CO 80257

Project Points of Contact

- Len Wilson, Contracting Officer
Phone: 303-236-2839 Fax: 303-236-7256 Cell: 303-594-9195
- Courtney Westlie, Contract Specialist
Phone: 303-236-2004 Fax: 303-236-7256 Cell: 303-550-3396
- Randy Gutierrez, GSA Project Manager
Phone: 303-236-8000 Ext. 3042 Fax: 303-844-2565 Cell: 303-532-9782

Project Duration

- Project must be completed by no later than 9/1/11.

Project Scope

- Provide all labor, materials, and equipment necessary to complete all work specified by the following construction documents:

- GSA Byron White Courthouse Circuit Court Conference Room #3 Reconfiguration

Construction Documents 100% Submittal (Plans and Specifications)

Rocky Mountain Region

Denver Federal Center

Service Center (8PD)

P.O. Box 25546

Building 41, Room 240

Denver Federal Center

Denver, CO 80225-0546

www.gsa.gov/r8

April 28th, 2011

- Provide and install a replacement fixture arm, globe, wiring, and lamp assembly at missing fixture arm location in Courtroom #3 (Historical Luminaire No. H3). Replacement arm shall match existing and lamp assembly must be fully functional.
- Provide and install a replacement fixture arm, globe, wiring, and lamp assembly at two missing fixture arm locations in first floor public hallway (Historical Luminaire No. H2). Replacement arms shall match existing and lamp assembly must be fully functional.
- Provide six replacement globes and two replacement finials for fourth floor ceiling light fixtures. Install globes and finials at missing locations.
- Provide furniture moving as necessary to complete scope of work.
- Contractor shall be responsible for obtaining all necessary local, state, and federal permits and licenses and payment of related fees.
- All work shall comply with codes and standards applicable to each type of work through the course of this project. Contractor shall also comply with the requirements of GSA BuildGreen Standards, and PBS P-100.

Environmental Issues

- Contractor shall perform asbestos and lead paint testing for any suspect materials. If asbestos or lead paint are found, do not disturb material and notify project manager immediately.

Submittals

- All products specified are to establish a standard of quality. Submittal response by the government shall be 14 days or less. If product samples are not submitted in a timely fashion, any delays caused by the contractor will not warrant a time extension

Equipment

- The contractor shall provide all equipment associated with the entire project, operate in a safe manner and adhere to all OSHA and GSA standards.

Equipment and Material Storage

- The contractor shall provide and store all equipment, the materials specified above, and any other materials required to complete the project. The materials are required to be kept clean and dry throughout the duration of the project.

Material Removal

- The contractor shall provide dumpsters as necessary to handle any demolition or excess materials from the project. The location of these dumpsters will need to be coordinated with the tenant and GSA at the start of the project. The contractor shall be responsible for the transportation of the waste material to a landfill as well as the disposal costs. The contractor shall not stockpile demolition debris for more than 48 hours. See also "Waste Management" and "Disposal" for further requirements.

Proposal Pricing

- When submitting a proposal, provide a cost breakdown for each task into the following categories: Materials, Equipment, and Labor.

Contractor Use of the Premises

- During the period of the project, the contractor will have access to the site only during business hours of **7am to 6pm**. No on-site work shall be performed outside these hours or on holidays unless otherwise directed by the Contracting Officer. The contractor will need to coordinate with the government Contracting Officer to arrange access to the Byron White courthouse. The contractor shall make every effort to cause a minimum of damage to parking lots, any other paved areas, any items that need to be moved during the course of the project, and any areas not included in this scope of work. Any damage caused will be repaired at the contractor's expense.
- Any work found to be disruptive to tenants due to noise, odor, etc., must be completed outside of normal business hours.

Progress Meetings

- The contractor shall schedule weekly meetings with the GSA and subcontractors. The contractor shall keep meeting minutes and distribute copies at the following meetings. The meeting agenda will include the following as a minimum: Approval of previous meeting, review of work progress, field observations, problems and decisions, identification of problems which impede planned progress, review of submittals schedule and status of submittals, maintenance of progress schedules, planned progress during the succeeding work period.

Sanitary Facilities

- Contractors may use the sanitary facilities within the building..

Electricity, Water, and Gas

- The GSA will pay for electricity, water, and gas during the course of this project. The contractor is responsible for making connections to the existing systems. Temporary electrical work shall meet the requirements of NFPA 70-1996 (NEC), Article 305. When temporary connections are removed, restore existing utility services to their original condition.

Telephone

- Telephone service is not available on-site for the Contractor's use.

Motorized Equipment

- No motorized equipment, hand-held or wheeled, shall be used inside any building.

Utility Outages and Locates

- No utility outages will be approved without the written consent and approval of the project manager. Requests for utility outages (electrical, telephone, gas, water, chilled water, hot water, fire sprinkler system, and fire detection system) must be received 21 calendar days before the outage date.

Protection of Public

- The building site will continue to be used by tenants. The contractor shall fence, barricade, or otherwise block off the immediate work area to prevent unauthorized entry. The contractor shall illuminate barricades and obstructions at night and maintain safe building access and egress for tenants.

Housekeeping

- The project site shall be kept in a neat, orderly, and safe condition at all times. The contractor shall provide enough containers for collecting construction debris and construction materials to be recycled. The contractor shall wet down dry materials and rubbish to prevent blowing dust and keep volatile wastes in covered containers.

Disposal

- Unless otherwise specified, all removed material becomes the property of the contractor and shall be disposed of outside Government facilities and land. The contractor shall dispose of refuse at least monthly, in a legal manner, at a public or private dumping area. Document and provide to the Contracting Officer the quantity of materials disposed of through recycling and through sanitary landfills (cy or tons as appropriate). See also "Waste Management".

Waste Management

- The GSA has established that this project shall generate the least amount of waste possible. The contractor shall employ processes which ensure the generation of as little waste as possible and avoid the generation of waste due to over-packaging, error, poor planning/layout, breakage, contamination, damage from weather, etc. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal to a landfill shall be minimized to the greatest extent possible. See also "Disposal" for record keeping requirements.

Transportation and Deliveries

- The contractor shall arrange deliveries of materials in accordance with construction schedules; coordinate with COR to avoid conflict with other tenants and other work conditions at the site. The contractor may use the loading dock near the construction site.

Cleaning

- Before scheduling the final inspection, the Contractor shall accomplish six items: (1) Remove all tools, equipment, surplus material, and rubbish; (2) Restore or refinish, to original condition, surfaces that are damaged due to the work of this contract; (3) Remove grease/dirt, stains, foreign materials, and labels from finished surfaces; (4) Thoroughly clean building interiors; (5) Pickup all construction debris from the site; and (6) At time of final inspection, project shall be thoroughly cleaned and ready for use.

Painting/Staining

- All painting, staining, or other activity which may cause noxious or undesirable fumes must be performed after normal working hours. The use of paint or stain that does not generate odors is preferred and may be required if the space will be occupied the following day.

Title>

Page 5

Project Record Drawings

- Maintain one complete full-size set of contract drawings and one full-size set of vendor supplied drawings. Clearly mark changes, deletions, and additions using GSA CAD Standards to show actual construction conditions. Show additions in red, deletions in green, and special instructions in blue print. Provide to

Substantial Completion and Final Inspection

- When project, or designated portion of project is complete, request a final inspection. Upon receipt of request that project is substantially complete, the Contracting Officer will proceed with the inspection within ten days of receipt of request or will advise the contractor of items that prevent the project from being designated substantially complete.

Badging and Escorting

- All employees working on the project must be badged per GSA badging policies. Any non-badged employees must be escorted by the contractor in accordance with GSA escorting procedures.

Appendix A

Historical Luminaire Cut-Sheets

