

PROGRAMMATIC AGREEMENT
AMONG
REGION 8 OF THE GENERAL SERVICES ADMINISTRATION;
THE STATE HISTORIC PRESERVATION OFFICE OF COLORADO;
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
PRESERVATION, MAINTENANCE, REHABILITATION AND LEASING
OF HISTORIC PROPERTIES

WHEREAS, the General Services Administration's Rocky Mountain Region (GSA-R8) owns, manages and administers buildings in the state of Colorado, including buildings listed on, and eligible for inclusion in, the National Register of Historic Places (historic buildings), buildings not yet eligible but potentially eligible for future inclusion in the National Register, and leased buildings receiving Federal funds; and

WHEREAS, GSA-R8 continues to maintain an inventory of properties under its jurisdiction or control, or buildings in which GSA-R8 has secured leased space, has determined which of these properties are listed on, eligible for inclusion in, or potentially eligible for inclusion in the National Register of Historic Places (Register); and

WHEREAS, GSA-R8 is in the process of completing National Register eligibility studies on all buildings over 50 years old and potentially eligible buildings that identify buildings with historic significance, and will comply with Section 106 of the National Historic Preservation Act in the nomination of eligible properties for inclusion in the Register; and

WHEREAS, GSA-R8 continues to maintain and produce Building Preservation Plans (BPPs) for many buildings in Appendix I that identify character-defining materials, spaces and features and that detail preservation treatments and provide contract specifications for routine maintenance, rehabilitation, repair and alteration projects that may be performed therein; and

WHEREAS, GSA-R8 has determined that its program of preservation, maintenance, rehabilitation and use of historic properties under its jurisdiction or control (preservation and rehabilitation program), its program of constructing new space for tenant agencies (construction program), its program of leasing existing space for tenant agencies (leasing program), and the process by which individual undertakings carried out pursuant to these programs are approved and funded by GSA-R8, and GSA's central office, and by the legislative process of the government of the United States (approval process) may affect historic properties; and

WHEREAS, GSA-R8 has consulted with the Colorado State Historic Preservation Office who are a signatory to this Agreement (CO-SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to Section 800.14 of the regulations (36 CFR Part 800), implementing Section 106 of the National Historic Preservation Act of 1966, (16 U.S.C. 470f), [and Section 110(f) of the same Act (16 U.S.C. 470h-2(f))]; and

WHEREAS, GSA-R8 has consulted with the Council in accordance with Section 111 of the National Historic Preservation Act, and sought the comments of the Council in accordance with Section 106 of the same Act; and

WHEREAS, GSA-R8 has consulted with the CO-SHPO and the Council concerning its responsibilities pursuant to Section 110 of the Act (16 U.S.C. 470h-2), including, but not limited to, public participation, identification, evaluation, management, architectural, engineering or cultural significance and has considered the Secretary of the Interior's recommendations for carrying out its responsibilities pursuant to the Act, published jointly by the Secretary of the Interior and the Council as "The Section 110 Guidelines: Annotated Guidelines for Federal Agency Responsibilities under Section 110 of the National Historic Preservation Act"; and

WHEREAS, GSA-R8 has determined that its management of the preservation and rehabilitation program, the leasing program, and approval process may provide an opportunity for the parties to this Agreement to participate in a meaningful and timely manner to assist GSA-R8 in fulfilling its responsibilities to identify, evaluate and take into account the effect of its undertakings on historic properties pursuant to Section 106 of the Act, as well as providing an opportunity for the CO-SHPO and the Council to assist GSA-R8 in fulfilling its responsibilities pursuant to Section 110 of the Act;

NOW, THEREFORE, GSA-R8, the CO-SHPO, and the Council agree that the preservation and rehabilitation program, the leasing program, and the approval process shall be carried out in accordance with the following stipulations in order that GSA-R8's Section 106 responsibilities may be initiated or completed in a timely manner and to establish a process to assist GSA-R8 in meeting its responsibilities pursuant to Section 110 of the Act.

I. STIPULATIONS

GSA-R8 shall ensure that the following measures are carried out:

A. Buildings to Which This Agreement Pertains

Appendix I

Appendix I lists all buildings in the State of Colorado that are Federally owned and under the jurisdiction and control of GSA-R8. Said list includes the historic name (and, where different, the current name) of the building; its address or location; its approximate construction date; whether the building is actually listed on or has been determined potentially eligible for inclusion in the Register; and an indication, where known, of whether or not the building is included in an historic district (and, where known, whether or not said building is a contributing or non-contributing element to that historic district). This list does not include buildings that have been determined ineligible for inclusion in the National Register of Historic Places. This Agreement is understood to apply to all buildings in Appendix I, unless otherwise limited herein. GSA-R8 maintains a list of buildings in which GSA-R8 has secured leased space, which is available through GSA-R8's office. If any party to this agreement requests an evaluation of the historic significance of a building, GSA-R8 will address that request within 30 days.

2. Changes to Appendix I

- (a) Additions: Whenever GSA-R8 proposes to acquire or assume management responsibilities for a building or site within the State of Colorado, GSA-R8 shall promptly comply with 36 CFR Part 800 with respect to its acquisition. If a building so acquired is determined, in accordance with 36 CFR Part 800.4(c), to be eligible for inclusion in the Register, GSA-R8 will consult with the CO-

SHPO and the Council to determine whether the terms of this Agreement shall apply to the management of the building. If the consulting parties agree to the applicability of the terms of this Agreement to the management of the building, GSA-R8 shall provide to the CO-SHPO and the Council a revised Appendix I reflecting this change.

- (b) Deletions: Should GSA-R8 determine, in accordance with 36 CFR Part 800.4(c), that a building included in Appendix I is determined to be ineligible for inclusion in the Register, then the terms of this Agreement shall no longer apply to such building; GSA-R8 shall notify the CO-SHPO and the Council of such a finding and submit to the CO-SHPO and the Council a revised Appendix I reflecting this change.

B. Historic Preservation Staff

1. Professional qualifications: GSA-R8 shall employ a Regional Historic Preservation Officer (RHPO) and staff (hereinafter "historic preservation staff") who meets the professional qualifications and standards enumerated within the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 Federal Register p. 44738-39; September 29, 1983); or reference GSA-R8 Position Description 880M227.
2. Compliance responsibility: GSA-R8 shall assign to the historic preservation staff the responsibility of managing its compliance with the terms of this Agreement.
3. Review by historic preservation staff: GSA-R8 shall ensure that its historic preservation staff reviews and approves all routine maintenance, rehabilitation, repair and alteration undertakings planned for any historic building, archeology for any site subject to new construction, or effects within close proximity to cultural/historic resources. Historic preservation staff review will be undertaken at the earliest stages in planning, and may extend through the life of the undertaking. The RHPO or qualified staff will supervise all undertakings and is responsible for all undertakings subject to review.

C. General Standards for Maintenance and Rehabilitation Undertakings

1. Secretary of the Interior's Standards: GSA-R8 shall ensure that historic buildings included in Appendix I will be maintained and rehabilitated in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitation of Historic Buildings (National Park Service, 1992).
2. Development of BPPs: GSA-R8 shall ensure that the recommended procedures set forth in the BPPs are consistent with the standards outlined in Stipulation C.1, supra.

D. Undertaking Review for Historic and Leased Buildings

1. Undertakings excluded from review by the CO-SHPO: GSA-R8 may carry out undertakings listed in Appendix III, and on properties determined not eligible for inclusion on the Register, without further review pursuant to 36 CFR Part 800, provided that GSA-R8 ensures that they are reviewed as provided in Stipulation B.2, supra, and

that they are carried out in a manner consistent with the standards set forth at Stipulation C, supra.

Lease undertakings excluded from review by the CO-SHPO: GSA-R8 may carry out undertakings listed in Appendix IV without further review pursuant to 36 CFR Part 800, provided that GSA-R8 ensures that they are reviewed as provided in Stipulation B.2, supra, and that they are carried out in a manner consistent with the standards set forth at Stipulation C, supra. All other lease actions are considered an "Undertaking" and will be reviewed pursuant to 36 CFR Part 800. All lease actions are subject to EO 12072 and EO 13006.

3. Undertakings not excluded from review by the CO-SHPO in historic buildings: GSA-R8 shall ensure that any undertaking which consists of an interior or exterior alteration not otherwise excluded from review pursuant to Stipulations D.1. and D.2, supra, and which affects a building included in Appendix I, will be reviewed in accordance with 36 CFR Part 800.
4. Oversight of undertaking in historic buildings: GSA-R8 historic preservation staff will provide training for all building management staff as necessary, in addition to telephone consultation and site visits, to ensure that undertakings carried out pursuant to this Stipulation comply with the standards for maintenance and rehabilitation listed in Stipulation C, supra.

E. Management in Accordance with Accepted BPPs

BPPs completed to date: GSA-R8 has completed BPPs in accordance with the then applicable GSA guidelines (GSA Order ADM 1020.1, "Procedures for Historic Properties," issued 8/20/82). These BPPs are listed in Appendix II as of the date of the execution of this Agreement.

2. BPPs completed subsequent to Agreement date: Review by the SHPO shall be based upon an evaluation of the identification and evaluation of the significant materials, features, and areas of the historic buildings, their original appearance and present condition, the appropriateness of the preservation zones that have been applied to the interior and exterior of the building, and the specifications enumerated for the preservation or rehabilitation of character-defining features and spaces. Should the SHPO concur with the findings enumerated within the BPP, the SHPO shall notify GSA of their concurrence; if GSA has not received notification to the contrary from the SHPO in 30 calendar days of their receipt of a BPP, GSA shall assume that the SHPO has reviewed and accepted the BPP. GSA shall provide the SHPO and Council an amendment to Appendix II of the Agreement to reflect BPPs that have been reviewed and accepted by the SHPO. The SHPO shall retain a copy of the BPPs for their reference; GSA will provide updated information to the SHPO for inclusion in their copy of the BPP as it becomes available. GSA will make the building(s), which are the subject of a BPP available to the SHPO for an independent site visit by the SHPO.
3. Undertakings consistent with BPP recommendations: GSA-R8 will ensure that maintenance, rehabilitation and related management activities carried out on or in an historic building included in Appendix II will be in accord with the recommended approaches in that historic building's BPP, are reviewed in accordance with Stipulation

B.3, supra., and GSA-R8 need not submit such activities for review by the CO-SHPO pursuant to 36 CFR Part 800.

4. Undertakings inconsistent with the BPP recommendations: GSA-R8 will ensure that maintenance, rehabilitation and related management activities carried out on or in an historic building included in Appendix II that are not in accord with the recommended approaches in that historic building's BPP, will be reviewed by the CO-SHPO in a timely manner in accordance with 36 CFR Part 800, unless said undertaking would otherwise be excluded from review pursuant to Stipulation D, supra.
5. Undertakings not delineated in BPP recommendations that must be reviewed by the CO-SHPO: GSA-R8 shall ensure that any undertaking which consists of an interior or exterior alteration not otherwise listed in Appendix III or Appendix IV, and which affects an historic building, will be reviewed in accordance with 36 CFR Part 800.
6. Undertakings not delineated in BPP recommendations but excluded from review by the CO-SHPO: GSA-R8 may carry out undertakings listed in Appendix III without further review pursuant to 36 CFR Part 800, provided that GSA-R8 ensures that they are reviewed as provided in Stipulation B.2, supra., and that they are carried out in a manner consistent with the standards set forth in Stipulation C, supra.
7. Notification: GSA-R8 shall notify the CO-SHPO when planning for all other undertakings, which are not otherwise subject to the terms of this Agreement and have the potential to affect historic properties or sites. GSA-R8 shall notify the CO-SHPO in writing when it has initiated discussions or consultations with concerned parties potentially impacted by the project. Such notification shall include general information about the scope and nature of the project, its potential effect on historic properties, and the status of GSA-R8's review of the project pursuant to Section 106 of the National Historic Preservation Act.

F. Undertakings Not Covered By This Agreement

Those undertakings, which call for the construction of new buildings, additions to historic buildings included in Appendix I, significant ground disturbance, or archeological investigation, are not covered by this Agreement. GSA-R8 will comply with 36 CFR Part 800 with respect to each undertaking.

G. Dispute Resolution

- 1 CO-SHPO and Council Objections: Should the CO-SHPO or the Council object to any action or decision of GSA-R8 pursuant to this Agreement or relating to its subject matter, GSA-R8 will consult with the objecting party to resolve the objection. If GSA-R8 determines that such objection cannot be resolved, GSA-R8 will forward all documentation relevant to the dispute to the Council including GSA-R8's recommended resolution of the objection. Within 30 calendar days after receipt of all pertinent documentation, the Council will either:

- (a) Provide GSA-R8 with recommendations, which GSA-R8 will take into account in reaching a final decision regarding the dispute; or

- (b) Notify GSA-R8 that it will comment pursuant to 36 CFR §800.7(c), and

proceed to comment on the subject in dispute. GSA-R8 will take any Council comment provided in response to such a request into account in accordance with 36 CFR §800.7(c)(4) with reference to the subject of the dispute.

- (c) Any recommendation or comment provided by the Council will be understood to pertain only to the subjects of the dispute, and the responsibility of GSA-R8 to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged.
2. Public objections: At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure or its manner of implementation be raised by a member of the public, GSA-R8 shall take the objection into account and consult as needed with the objecting party, the CO-SHPO, or the Council to resolve the objection.

If the Council fails to provide recommendations or to comment within the specified time period, GSA-R8 may implement the Undertaking subject to dispute under this Stipulation in accordance with its recommended resolution.

H. Public Outreach

GSA-R8 shall fulfill the requirements of Subpart A of 36 CFR Part 800 which requires Federal agencies to involve consulting parties as described in 36 CFR §800.2(c) in findings and determinations made during the 106 process. GSA-R8 shall coordinate consultations as appropriate with the requirements of other statutes such as the National Environmental Policy Act (NEPA), the Native American Graves Protection and Repatriation Act (NAGPRA), the American Indian Religious Freedom Act (AIRFA), the Archeological Resources Protection Act (ARPA), and agency-specific legislation.

I. Emergencies

Immediate rescue and salvage operations conducted to preserve life or property are exempt from the provisions of section 106 and this Agreement.

2. In the event the GSA proposes an emergency undertaking as an essential and immediate response to a disaster or emergency declared by the President, a tribal government, or the Governor of a State or another immediate threat to life or property, GSA-R8 shall:
- (a) Notify the appropriate SHPO/THPO and any Indian tribe [Native Hawaiian Organization] that may attach religious and cultural significance to historic properties likely to be affected prior to the undertaking and afford them an opportunity to comment within seven (7) days of notification. If GSA-R8 determines that circumstances do not permit seven days for comment, the agency official shall notify the SHPO/THPO and the Indian tribe [Native Hawaiian Organization] and invite comments within the time available. GSA-R8 shall take into account any comments received in reaching a decision on how to proceed with the emergency undertaking.
 - (b) These emergency or security procedures apply only to undertakings that will be implemented within 30 days after the disaster or the appropriate authority has formally declared an emergency. GSA-R8 may request an extension of

the period of applicability from the SHPO/THPO prior to the expiration of the 30 days.

- (c) Within 30 calendar days following the emergency procedures, GSA-R8 will provide the SHPO/THPO and any appropriate Native American Tribes with a written report documenting the actions taken to minimize effects, the work's present status, and the planned treatment of the property. This action will be included in the report developed in accordance with Stipulation L, infra.
- (d) These emergency procedures or security enhancements will be temporary in nature, and may be installed for no more than three years. The GSA-R8 will work in consultation with the SHPO during the three-year period to establish a proposed schedule for replacement of the temporary improvements with permanent improvements that meet the *Secretary of the Interior's Standards for Rehabilitation*.

J. Amendment

Any party to this Agreement may propose to the other parties that it be amended, whereupon the parties will consult in accordance with 36 CFR 800.14 to consider such an amendment.

K. Termination

Any party to this Agreement may terminate it by providing sixty (60) days written notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that will avoid termination. In the event of termination, GSA-R8 shall comply with 36 CFR Part 800 with regard to individual undertakings covered by this Agreement.

L. Reporting

Schedule and content: GSA-R8 shall prepare and provide the CO-SHPO and the Council on or before November 1 of each year, an annual report addressing, at a minimum, the following topics:

- (a) A general summary of how this Agreement has been implemented during the preceding year;
- (b) A listing of projects reviewed and carried out in accordance with Stipulation D, supra;
- (c) A listing of projects reviewed and carried out in accordance with Stipulation E, supra;
- (d) A summary of any problems or issues relating to this Agreement, that have arisen in the course of the year;
- (e) GSA-R8's assessment of the effectiveness of this Agreement; and
- (f) Any recommendations GSA-R8 may have for improving this Agreement.

Public Access: GSA-R8 shall ensure that this annual report is made available for public inspection, that potentially interested members of the public are made aware of its availability, and that interested members of the public are invited to provide comments to GSA-R8, the CO-SHPO and/or the Council regarding the maintenance and rehabilitation program, and the effectiveness of this Agreement.

3. CO-SHPO and Council Comments: At the request of the CO-SHPO or the Council, GSA-R8 will provide access to reasonably available follow-up material and will consult with the CO-SHPO and/or the Council as necessary to answer any questions about projects which are carried out pursuant to this Agreement and which are included in the annual report. At the request of any party to this Agreement, GSA-R8 will meet to address questions or comments that the CO-SHPO, the Council, or the public may wish to make. Based on this discussion, the parties to this Agreement will continue the Agreement as written, amend this Agreement, or terminate this Agreement.

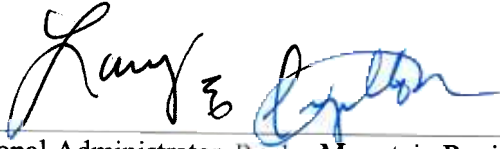
M. Effective Date of Agreement

This Agreement shall take effect on the date of the last signatory hereto. The Programmatic Agreement will expire in ten years from the date of its signing, or before if terminated in accordance with Section I of this Agreement. If, after 10 years, this Agreement still meets the needs of the CO-SHPO, GSA-R8, and the Council, this Programmatic Agreement shall continue upon written agreement of all parties.

N. Limitation on Expending and Obligating Funds

In the event GSA-R8 is unable to fulfill the terms of any Stipulation of this Agreement due to the provisions of 31 U.S.C. 1341, GSA-R8 shall advise the CO-SHPO and the Council of its inability to comply with the Stipulation and shall ensure that it fulfills its obligations pursuant to 36 CFR Part 800. GSA-R8's responsibility to fulfill its obligations for all other Stipulations of the Agreement that are not impacted by the provisions of 31 U.S.C. 1341 will remain unchanged, unless the parties to this Agreement agree to otherwise amend or terminate the Agreement.

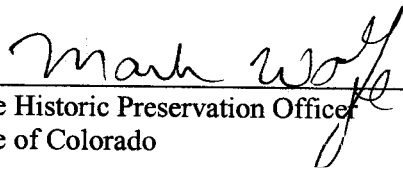
Execution and implementation of this Agreement evidences that GSA-R8 has satisfied and is satisfying its Section 106 responsibilities for all individual undertakings involving maintenance and rehabilitation of historic buildings under its jurisdiction and control in the State of Colorado.



2/24/04

Regional Administrator, Rocky Mountain Region
General Services Administration

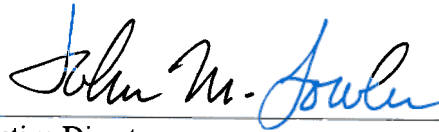
Date



3/10/04

State Historic Preservation Officer
State of Colorado

Date



4/14/04

Executive Director
Advisory Council on Historic Preservation

Date

Appendix I

All Federally Owned Properties in the State of Colorado

This appendix may be revised with the written agreement of the ACHP, the CO-SHPO, and GSA-R8 without a revision being made to the underlying PA. Any such revision will be documented in the annual report described in Stipulation L.

Location Name	City	Construction Date	National Register	Historic District
Federal Building/Custom House	Denver	1-Jan-1937	On Register	Yes
Byron White US Courthouse	Denver	1-Jan-1916	On Register	Yes
Wayne Aspinall FB/Courthouse	Grand Junction	1-Jan-1918	On Register	
Byron G. Rogers FB/Courthouse	Denver	1-Jan-1965	Not on Register	
Federal Building/Post Office	Fort Collins	1-Jan-1972	Not on Register	
GSA MP	Boulder	1-Jan-1964	Not on Register	
Federal Garage Building	Denver	1-Jan-1937	Potential	
Federal Garage Building	Denver	1-Jan-1947	Potential	
Federal Building	Colorado Springs	1-Jan-1962	Not on Register	
Cesar Chavez Memorial Building	Denver	1-Jan-1984	Not on Register	
David Skaggs Research Center	Boulder	1-Nov-1999	Not on Register	
Alfred A. Arraj	Denver	1-Oct-2002	Not on Register	
DFC Building 1	Lakewood	1-Jan-1941	Not on Register	
DFC Building 1A	Lakewood	1-Jan-1986	Not on Register	
DFC Building 2	Lakewood	1-Jan-1942	Not on Register	
DFC Building 2A	Lakewood	1-Jan-1941	Not on Register	
DFC Building 3	Lakewood	1-Jan-1942	Not on Register	
DFC Building 3A	Lakewood	1-Jan-1942	Not on Register	
DFC Building 5	Lakewood	1-Jan-1942	Not on Register	
DFC Building 6	Lakewood	1-Jan-1941	Not on Register	
DFC Building 7	Lakewood	1-Jan-1941	Not on Register	
DFC Building 10	Lakewood	1-Jan-1980	Not on Register	
DFC Building 11	Lakewood	1-Jan-1980	Not on Register	
DFC Building 12	Lakewood	1-Jan-1941	Not on Register	
DFC Building 13	Lakewood	1-Jan-1963	Not on Register	
DFC Building 14	Lakewood	1-Jan-1963	Not on Register	
DFC Building 15	Lakewood	1-Jan-1966	Not on Register	
DFC Building 16	Lakewood	1-Jan-1966	Not on Register	
DFC Building 20	Lakewood	1-Jan-1941	Not on Register	
DFC Building 21	Lakewood	1-Jan-1941	Not on Register	
DFC Building 21A	Lakewood	1-Jan-1941	Not on Register	
DFC Building 21B	Lakewood	1-Jan-1986	Not on Register	
DFC Building 25	Lakewood	1-Jan-1941	Not on Register	
DFC Building 40	Lakewood	1-Jan-1940	Not on Register	

Location Name	City	Construction Date	National Register	Historic District
DFC Building 41	Lakewood	1-Jan-1941	Not on Register	
DFC Building 45	Lakewood	1-Jan-1941	Not on Register	
DFC Building 46	Lakewood	1-Jan-1941	Not on Register	
DFC Building 47	Lakewood	1-Jan-1941	Not on Register	
DFC Building 48	Lakewood	1-Jan-1941	Not on Register	
DFC Building 49A	Lakewood	1-Jan-1941	Not on Register	
DFC Building 49B	Lakewood	1-Jan-1941	Not on Register	
DFC Building 49C	Lakewood	1-Jan-1942	Not on Register	
DFC Building 49D	Lakewood	1-Jan-1942	Not on Register	
DFC Building 50	Lakewood	1-Jan 1941	Not on Register	
DFC Building 52	Lakewood	1-Jan-1941	Not on Register	
DFC Building 53	Lakewood	1-Jan-1941	Not on Register	
DFC Building 54	Lakewood	1-Jan-1941	Not on Register	
DFC Building 55	Lakewood	1-Jan-1941	Not on Register	
DFC Building 56	Lakewood	1-Jan-1941	Not on Register	
DFC Building 60	Lakewood	1-Jan-1941	Not on Register	
DFC Building 61	Lakewood	1-Jan-1973	Not on Register	
DFC Building 67	Lakewood	1-Jan-1967	Not on Register	
DFC Building 70	Lakewood	1-Jan-1942	Not on Register	
DFC Building 71	Lakewood	1-Jan-1942	Not on Register	
DFC Building 72	Lakewood	1-Jan-1942	Not on Register	
DFC Building 73	Lakewood	1-Jan-1942	Not on Register	
DFC Building 75	Lakewood	1-Jan-1944	Not on Register	
DFC Building 77	Lakewood	1-Jan-1944	Not on Register	
DFC Building 78	Lakewood	1-Jan-1973	Not on Register	
DFC Building 80	Lakewood	1-Jan-1941	Not on Register	
DFC Building 82	Lakewood	1-Jan-1941	Not on Register	
DFC Building 83A	Lakewood	1-Jan-1941	Not on Register	
DFC Building 83K	Lakewood	1-Jan-1942	Not on Register	
DFC Building 84A	Lakewood	1-Jan-1941	Not on Register	
DFC Building 85	Lakewood	1-Jan-1975	Not on Register	
DFC Building 85A	Lakewood	1-Sep-2002	Not on Register	
DFC Building 85B, Greenhouse	Lakewood	1-Jan-1949	Not on Register	
DFC Building 90	Lakewood	1-Jan-1941	Not on Register	
DFC Building 90B	Lakewood	1-Jan-1968	Not on Register	
DFC Building 90C	Lakewood	1-Jan-1968	Not on Register	
DFC Building 94, Warehouse	Lakewood	1-Jan-1992	Not on Register	
DFC Building 95, USGS Lab	Lakewood	1-Jan-1999	Not on Register	
DFC Building 106	Lakewood	1-Jan-1941	Not on Register	
DFC Building 106A	Lakewood	1-Jan-1968	Not on Register	
DFC Building 106B	Lakewood	1-Jan-1968	Not on Register	
DFC Building 111C	Lakewood	1-Jan-1941	Not on Register	
DFC Building 111G	Lakewood	1-Jan-1942	Not on Register	

Location Name	City	Construction Date	National Register	Historic District
DFC Building 111H	Lakewood	1-Jan-1970	Not on Register	
DFC Building 111J	Lakewood	1-Jan-1970	Not on Register	
DFC Building 710A	Lakewood	1-Jan-1985	Not on Register	
DFC Building 720	Lakewood	1-Jan-1985	Not on Register	
DFC Building 810	Lakewood	1-Jan-1965	Not on Register	
DFC Day Care Center	Lakewood	1-Jan-1973	Not on Register	
DFC Infant/Toddler Center	Lakewood	1-Jan-1998	Not on Register	
OCD, Emergency Ops Center	Lakewood	1-Jan-1960	On Register	

Appendix II

Completed Building Preservation Plans

This appendix may be revised with the written agreement of the ACHP, the CO-SHPO, and GSA-R8 without a revision being made to the underlying PA. Any such revision will be documented in the annual report described in Stipulation L.

Building Number	Building Name	City	Date Published
CO0006	Federal Building/Custom House	Denver, CO	4/1993
CO0009	Byron White U.S. Courthouse	Denver, CO	7/2000
CO0018	Wayne Aspinall FB/Courthouse	Grand Junction, CO	7/1998
CO0631	Building 710, FEMA	Lakewood, CO	10/1998
	OCD, Emergency Operations Center	Lakewood, CO	10/1998

Appendix III

Undertakings Excluded from Review by the CO-SHPO

This appendix may be revised with the written agreement of the Council, the CO-SHPO, and GSA-R8 without a revision being made to the underlying PA. Any such revision will be documented in the annual report described in Stipulation L.

- A. Maintenance painting (except color changes in restoration zones);
- B. Wood refinishing and restoration;
- C. Cleaning and waxing floors;
- D. Non-abrasive masonry cleaning, repair, and matching mortar repointing;
- E. Repairs to historic windows using in-kind materials, but not including window replacement;
- F. Roof repair, including repair or replacement of non-historic flat roofs; or in-kind repair or replacement of historic roofing materials;
- G. Landscaping in previously landscaped or otherwise disturbed areas where there is no evidence that archeological resources may be present, including in-kind paving repair, and minor plant removal and replacement in landscaped areas visible to the public;
- H. Installation of antennas not visible from the public space and not anchored to historic materials;
- I. Installation of carpeting that does not damage historic flooring material;
- J. Minor security improvements that are non-visible, reversible, or do not damage or alter historic finishes, or affect restoration zones, and replacing existing equipment in same locations;
- K. Installation of interior window coverings;
- L. Lighting in non-historic interior areas;
- M. Heating, ventilation and air conditioning systems repairs, or plumbing and electrical repairs which will not alter historic fixtures or finishes or affect restoration zones;
- N. Alterations which effects are confined to renovation zones as defined in BPPs; such alterations may include the installations of a suspended ceiling in a non-decorative office space [so long as it does not alter windows, the fundamental relationship of the window to the wall and/or ceiling or view into or out of the space through the windows] or the installation of non-electrified anti-roosting bird deterrence systems or anti-roosting bird netting in courtyards or service areas;

- O. Elevator upgrades, where the following conditions can be met:
- a) Historic elevator cab finishes and hardware will be retained and restored where they exist;
 - b) New code-complying hardware and signage shall be compatible materials and design and shall be installed with minimal disruption of historic fabric;
 - c) GSA-R8 may replicate historic elevator cabs in significant public spaces identified as restoration zones. When funding constraints preclude replication of all elevator cabs in a building's restoration zones, GSA-R8 may elect selective cab replication, based on relative visibility, significance, and architectural integrity of the elevators and elevator lobbies being upgraded; replication will be based on the original historic designs, when available, and will be consistent with code and other applicable requirements; where code or other requirements prohibit replication, contemporary designs sympathetic with existing building fabric and finishes will be used; and
 - d) In rehabilitation and renovation zones as defined in BPPs, non-historic elevator cabs may be replaced with contemporary cabs designed to be sympathetic with existing fabric and finishes;
- P. Fire alarm detection/suppression upgrades where the following conditions can be met:
- a) New installations will be located on flat undecorated plaster;
 - b) New alarm pull stations that must be located along a wall with a decorative stone, metal, wood or ceramic surface will be installed on a freestanding pedestal or on the wall without penetrating the historic material;
 - c) Wiring will be concealed in walls and ceilings when possible; and
 - d) In restoration zones, ceilings will not be dropped to conceal detection and suppression systems;
- Q. Handicap accessibility modifications where the following conditions can be met:
- a) The modification is carried out in restoration zones and is limited to the installation of temporary ramps which will remain in place for a period not to exceed one year and will be removed no later than one year following the date of installation, unless otherwise agreed to by the parties to this Agreement; and
 - b) The modification only affects rehabilitation and renovation zones and is incidental to other building system upgrades and does not alter historic design or finishes, other than relocation of system components to wall heights mandated by the Uniform Federal Accessibility Standards (41 CFR Part 101-19.6, Appendix A);
- R. Undertakings not involving significant public spaces or exterior work on buildings under 50 years old; and
- S. All undertakings on building greater than 50 years old and determined ineligible, unless undertaking involves exterior work in an historic district, or in a significant public space.

Appendix IV

Lease Actions Excluded from Review by the CO-SHPO

- A. Leases of storage and warehouse space of 2,000 square feet or less;
- B. Leases for ware yards of unlimited size;
- C. Leases of parking spaces;
- D. Short-term leases of two (2) years or less;
- E. Leases that include laboratory space;
- F. Leases of 15,000 square feet or greater of contiguous space;
- G. Emergency/disaster leases (i.e., replacement lease due to fire, flood, or any other natural disaster that destroyed the existing leased building);
- H. Leases for the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security space (these are leases GSA-R8 needs to expedite due to disaster relief):
 - a) Land leases;
 - b) Succeeding/superceding leases; and
 - c) Lease extensions.