



U.S. General Services Administration

**PROGRAMMATIC AGREEMENT**  
PURSUANT TO 36 C.F.R. § 800.14(b)  
REGARDING EXPANSION OF U.S. COURT FACILITIES IN SALT LAKE CITY, UTAH

WHEREAS, the U.S. General Services Administration ("GSA") proposes to construct additional U.S. Courts facilities on the block bounded by Market, Main, 400 South, and West Temple Streets in Salt Lake City, Utah, and to rehabilitate the existing U.S. Courthouse (also called the Frank E. Moss Courthouse and hereinafter the "Moss Courthouse") for continued use by the U.S. Courts;

WHEREAS, GSA has determined the undertaking's Area of Potential Effect ("APE") as defined in 36 C.F.R. § 800.16(d) to be the block bounded by Market, Main, 400 South, and West Temple Streets, plus the north side of Market Street between Main and West Temple, and the east side of Main Street, Cactus Place and 400 South;

WHEREAS, GSA has applied the Criteria of Adverse Effect (36 C.F.R. § 800.5(a)(1)) and finds that the undertaking may have adverse effects on the following properties that are listed in or eligible for listing in the National Register of Historic Places ("National Register"):

- Exchange Place Historic District, between Main Street and State Street, Cactus Place and West 400 South Street
- Frank E. Moss Courthouse, Market and Main Streets (also a contributing element in the Exchange Place Historic District)
- Odd Fellows Building, 39 West Market Street
- Shubrick Apartment Hotel (hereinafter "Shubrick Building"), 68 West 400 South Street

New York Hotel, 42 West Market Street

WHEREAS, pursuant to Public Law 108-7 (February 20, 2003), Congress authorized GSA to acquire by eminent domain or negotiation the properties known as 26 West Market Street, 30 West Market Street, 39 West Market Street, and 40 West Market Street in Salt Lake City, Utah, to facilitate the acquisition and relocation of the historic Independent Order of Odd Fellows Building, currently located at 39 West Market Street (the "Odd Fellows Building"), to the parcels known as 26, 30 and 40 West Market Street;

WHEREAS, Congress also authorized GSA to sell the Odd Fellows Building once the relocation is completed;

WHEREAS, GSA finds that the undertaking may also have adverse effects on archaeological resources yet to be identified within the APE;

WHEREAS, GSA has consulted with the Utah State Historic Preservation Officer ("SHPO"), the Advisory Council on Historic Preservation (the "Council"), the City of Salt Lake City (the "City"), Utah Heritage Foundation, the holder of

Rocky Mountain Region  
Public Buildings Service  
Property Development (8PF)  
P.O. Box 25546  
Building 41, Room 275  
Denver Federal Center  
Denver, CO 80225-0546

an historic preservation easement on the exterior of the Odd Fellows Building (“UHF”) and the National Trust for Historic Preservation, the holder of a residual interest in UHF’s preservation easement (“NTHP”), collectively, with GSA, the “Consulting Parties,” in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended (“NHPA”), 16 U.S.C. § 470f, and its implementing regulations (36 C.F.R. Part 800), to mitigate the adverse effects of this undertaking on historic properties;

WHEREAS, Post Office Place Associates (owner of the Odd Fellows Building), Shubrick Building LLC (owner of the Shubrick Building), the U.S. Marshal's Office, and the U.S. Courts have all participated in the consultations; and

WHEREAS, GSA presented to the public on June 2, 2003, three design concepts for the new District Court facilities;

WHEREAS, GSA has provided and will continue to provide an opportunity for public involvement in the development of this project in accordance with 36 C.F.R. § 800.2(d) and § 800.6(a)(4), and also by the public participation process provided for through compliance with the National Environmental Policy Act of 1969, as amended;

NOW, THEREFORE, the Signatory Parties, which for purposes of this Programmatic Agreement (the “Agreement”) shall mean only those Consulting Parties that have executed this Agreement, agree that, effective upon the execution of this Agreement by GSA and the Council and upon GSA's decision to proceed with the undertaking, the development of the project shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

#### Stipulations

##### I. Effects of Construction of the New Court Facilities on the Exchange Place Historic District, the Frank E. Moss Courthouse and the Shubrick Building

- A. Design. GSA shall cause the new court facilities (the “New District Court Facilities”) to be designed so that they are compatible with the historic and architectural qualities of the Exchange Place Historic District, the Moss Courthouse and the Shubrick Building in terms of scale, massing, color, and materials, and in accordance with the recommended approaches set forth in the *Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings* (U.S. Department of the Interior, National Park Service, 1992) (the “Secretary's Standards”). As required by 40 U.S.C. § 3312, GSA shall take into consideration Salt Lake City's urban design and zoning criteria in the design of the new court facilities.
- B. Design Review. GSA shall provide the Consulting Parties that execute the Non-Disclosure Agreement described hereinafter in Section VI.E (the “Authorized Consulting Parties”) with plans and specifications for the New District Court Facilities at the pre-final 90% stage of design, and will afford the Authorized Consulting Parties thirty (30) calendar days to comment on such plans and specifications. GSA shall consult with the Authorized Consulting Parties to resolve any concerns with regard to the submitted plans and specifications. If any such concerns are not resolved through such consultation, GSA shall seek resolution in accordance with Stipulation VII of this Agreement. Should the Authorized Consulting Parties not comment within 30 days after receipt of plans and specifications, the submitted plans and specifications shall be “deemed approved” (meaning, as used in this Agreement, approved without further action on the part of any party). The Authorized Consulting Parties shall not disapprove any plans and specifications, or aspects thereof, previously approved in writing or deemed approved as provided above.

##### II. Effects of Rehabilitation of the Moss Courthouse for Continued Use in the U.S. Courts Complex

- A. Rehabilitation. At such time as GSA undertakes the rehabilitation of the Moss Courthouse (the “Moss Rehabilitation”), the rehabilitation shall be undertaken and completed in accordance with the recommended

approaches set forth in the Secretary's Standards and GSA's Historic Building Preservation Plan for the Moss Courthouse (1993, updated 1999) (hereinafter the "Moss HBPP").

- B. Design Review. GSA shall provide the Authorized Consulting Parties with plans and specifications for the Moss Rehabilitation at the preliminary concept stage of design, and at the 60% and pre-final 95% stages of design, and will afford the Authorized Consulting Parties thirty (30) calendar days to comment on such plans and specifications. GSA shall consult with the Authorized Consulting Parties to resolve any concerns with regard to the submitted plans and specifications. If any such concerns are not resolved through such consultation, GSA shall seek resolution in accordance with Stipulation VII of this Agreement. Should the Authorized Consulting Parties not comment within 30 days after receipt of plans and specifications, the submitted plans and specifications shall be deemed approved. The Authorized Consulting Parties shall not disapprove any plans and specifications, or aspects thereof, previously approved in writing or deemed approved as provided above.

### III. Effects of Relocation of the Independent Order of Odd Fellows Building

- A. Recordation. Prior to initiation of any relocation activities, GSA, at GSA's sole cost and expense, will photographically document the interior and exterior of the Odd Fellows Building. The photographic documentation will consist of large format black and white photographs of the building in its existing setting, elevations and architectural details. The photographs will be taken and prepared to archival specifications in accordance with Historic American Buildings Survey ("HABS") standards for photographic documentation and will be accompanied by an Index to Photographs and a Map Key to Photographs.

GSA will provide one set of original negatives and one set of contact prints, accompanied by an Index to Photographs and Map Key to Photographs, to the SHPO; one set of contact prints, Index and Map Key to Utah Heritage Foundation; and one set of contact prints, Index and Map Key to Post Office Place Associates, the owner of the Odd Fellows Building.

B. Relocation and Rehabilitation.

1. GSA shall relocate the Odd Fellows Building, without cost to the current building owners or the Consulting Parties, to certain parcels (Parcel 2 – Tax ID Number 15-01-430-006, and Parcel 3 – Tax ID Number 15-01-430-009) located across the street from its current location along Market Street (the "Relocation of the Odd Fellows Building"). The Consulting Parties shall each cooperate fully with GSA to facilitate the Odd Fellows Building relocation. The Authorized Consulting Parties shall have a reasonable opportunity (but no more than thirty calendar days) to review and comment on all plans and specifications for the siting and associated landscaping treatments of the Odd Fellows Building at its new location prior to the issuance of the Invitation for Bid.
2. GSA shall move the building in accordance with standards established in National Register Bulletin 15: Criteria Consideration B: Moved Properties (U.S. Department of the Interior, National Park Service, Interagency Resources Division: Washington DC, 1991) such that it will remain listed in the National Register. GSA shall provide the Consulting Parties with reasonable prior notice of the anticipated date for the actual relocation of the Odd Fellows Building. GSA shall require that the contractor for the Relocation of the Odd Fellows Building project fully bond the work as well as obtain and maintain in full force and effect from the commencement of relocation activities until completion casualty insurance coverage for an amount no less than \$1,000,000.

3. An individual or individuals meeting the Secretary of the Interior's Professional Qualifications for Historical Architect shall monitor the removal of the Odd Fellows Building from its original site, its move across Market Street and the building's installation on its new site.
4. In the event of more than minor damage to the Odd Fellows Building resulting from or arising out of its relocation, GSA shall immediately convene a meeting to which the Authorized Consulting Parties and any necessary experts shall be invited to discuss the action to be taken. In consultation with the attendees at the meeting, GSA shall determine if and how the damage to the building can be repaired, replaced, or replicated in accordance with the recommended approaches set forth in the Secretary's Standards.
5. In addition to the relocation of the Odd Fellows Building and the repair, replacement or replication of any damage resulting from or arising out of the move, GSA shall undertake additional construction and rehabilitation work as described in greater detail in Exhibit 1, attached hereto and incorporated herein by reference (the "Rehabilitation of the Odd Fellows Building" and, collectively with the Relocation of the Odd Fellows Building, the "Relocation and Rehabilitation of the Odd Fellows Building"). The Relocation and Rehabilitation of the Odd Fellows Building shall be undertaken in accordance with the schedule attached hereto as Exhibit 2 and incorporated herein by reference.
6. The Authorized Consulting Parties shall have a reasonable opportunity to review and comment on all plans and specifications for (i) the new basement for the Odd Fellows Building, (ii) the relocation of the Odd Fellows Building and its installation on its new site, (iii) the seismic upgrade of the Odd Fellows Building, (iv) the front façade rehabilitation, and (v) the repair, replacement or replication of any damage resulting from or arising out of the Relocation of the Odd Fellows Building project. The provisions of Section I.B, above, shall apply equally to this Section.

In the improbable event of damage to all, or substantially all, of the Odd Fellows Building resulting from or arising out of the move to an extent rendering repair or reconstruction of the Odd Fellows Building commercially impracticable as determined by GSA in its sole discretion, GSA shall donate \$400,000 (less any sum that might be paid by GSA or the owner of the Odd Fellows Building to UHF in the future to extinguish the preservation easement presently held by UHF) to a revolving fund to be established and administered by the SHPO to be used exclusively to make loans available for preservation work on historic structures listed in or eligible for listing in the National Register within the Exchange Place Historic District or within one block or 1200 feet of the Moss Courthouse.

The payment by GSA into this revolving fund is inclusive of any and all proceeds to which UHF or its successor might be entitled as provided for in paragraph 12 of the historic preservation easement presently held by UHF on the Odd Fellows Building (if said easement is not extinguished by GSA). GSA and the SHPO, in consultation with the Council and UHF, shall develop the administrative and funding requirements, including GSA's and/or the Council's or their respective designee's audit rights, and criteria for making loans available from this revolving fund.

- C. Continued Preservation of the Odd Fellows Building. Prior to, or as part of, the conveyance of the Odd Fellows Building to any party other than the United States of America, GSA shall provide for the continued preservation of the relocated Odd Fellows Building. UHF understands that prior to the relocation of the Odd Fellows Building extinguishment of the current preservation easement will be required. UHF and GSA shall also have the option to create a new preservation easement on the relocated Odd Fellows Building on mutually agreeable terms. In the event that GSA and UHF are unable to reach an agreement to create a

new preservation easement on the relocated Odd Fellows Building, then, prior to conveying the property to any party other than the United States of America, GSA shall petition the Salt Lake City Historic Landmark Commission ("Landmark Commission"), or agrees not to object to such a petition from the Salt Lake City Planning Commission ("Planning Commission"), to include the relocated Odd Fellows Building in the Salt Lake City Register of Cultural Resources ("Register") in accordance with the procedures established by the Salt Lake City Historic Landmark Commission. In the event GSA files such a petition, GSA shall use its best efforts to have the relocated Odd Fellows Building listed in the City Register and the City agrees to facilitate the landmark designation. In addition, in the event GSA and UHF do reach an agreement to establish the preservation easement to the site of the relocated Odd Fellows Building, GSA agrees not to object to a petition from the Planning Commission to include the relocated Odd Fellows Building in the Register; provided, however, that any such local landmark designation would not subject the property to Landmark Commission review or other local review for so long as the Odd Fellows Building is owned by the United States of America.

#### IV. Effects of the Undertaking on the Shubrick Building

- A. Prior to demolition of the Falsetti Building (also known as Anchors Aweigh) at 64 West 400 South Street on the east side of the Shubrick Building, GSA shall conduct a structural and condition assessment of the east wall of the Shubrick Building. GSA shall use the results of this assessment in development of plans and specifications for removal of the Falsetti Building. GSA, at GSA's sole cost and expense, shall repair in accordance with the recommended approaches set forth in the Secretary's Standards any damage to the east wall of the Shubrick Building resulting from or arising out of the demolition of the Falsetti Building. GSA shall afford the Authorized Consulting Parties a reasonable opportunity (but no more than thirty (30) calendar days) to review and comment upon the plans and specifications for the removal of the Falsetti Building and, except in the event of an Emergency Situation (hereinafter defined), repair, if necessary, of the Shubrick Building prior to their issuance for bid. For purposes of this Section, Emergency Situation shall mean a situation immediately impairing or threatening immediately to impair the structural support or integrity of or cause immediate damage to the Shubrick Building or other property or causing or threatening to cause immediate injury to a person or persons located in or near the Shubrick Building. As soon as the Emergency Situation has abated, GSA shall afford the Authorized Consulting Parties a reasonable opportunity (but no more than thirty (30) calendar days) to review and comment upon the plans and specifications for the repair, if necessary, of the Shubrick Building.
- B. GSA has consulted with Shubrick Building LLC about the Shubrick Building and the impact of the undertaking on this building. Site planning and design for the new court facility shall accommodate the Shubrick Building's functional need for commercial loading/unloading and limited parking. GSA intends to acquire some parking that now services the Shubrick Building and has determined that there is adequate parking available in the surrounding neighborhood to accommodate the needs of the tenants and visitors to the building.

#### V. Effects of the Undertaking on Archaeological Resources

- A. GSA shall conduct an archaeological survey of any property to be disturbed within the APE in a manner consistent with the Secretary of the Interior's Standards and Guidelines for Identification, 48 FR 44720-23, and that takes into account the recommended approaches described in the National Park Service publication *The Archaeological Survey: Methods and Uses, 1978:NTIS Order No. PB284061*. The survey shall be conducted in consultation with the SHPO, and a report of the survey shall be submitted to the SHPO for review and comment.
- B. In accordance with 36 C.F.R. § 800.13, GSA will provide for the protection, evaluation and treatment of any historic property discovered prior to or during construction. GSA will use an individual who meets, at a

minimum, the professional qualification standards in archeology set forth in the Secretary of the Interior's Professional Qualification Standards to monitor all ground disturbing activities. Should a discovery occur, GSA will notify the SHPO and the Council within two (2) calendar days in accordance with 36 C.F.R. § 800.13 to develop and implement an appropriate treatment plan prior to resuming construction operations in the vicinity of the discovery.

C. Inadvertent discovery of human remains.

1. In the case of inadvertent discovery of human remains on GSA lands during construction activities, GSA will attempt to identify the appropriate Native American Tribe(s) or other ethnic group(s) related to the burial, and consult with them concerning the treatment of remains consistent with 43 C.F.R. § 10. All work will cease in the vicinity and monitors will immediately notify GSA officials. Every effort will be made to avoid further disturbance of the remains. Where avoidance is not possible, burials will be removed prior to further construction activities and re-interred or otherwise treated as agreed by GSA and the affected Tribe(s) in conformance with the Native American Graves Protection and Repatriation Act, or as otherwise agreed by GSA and the affected ethnic group(s).
2. If human remains are discovered on adjacent non-federal lands during construction activities, procedures will include notification of the Salt Lake City Police and State Archaeologists, as directed by UCA § 9-9-400-406, Utah Native American Graves Protection and Repatriation Act and UCA § 76-9-704, Abuse or Desecration of a Dead Human Body.

VI. Administration of this Agreement

- A. Cooperation. During the implementation of this Agreement, and until GSA and the SHPO agree in writing that the terms of this Agreement have been fulfilled, each party agrees to cooperate with the other parties to facilitate the satisfaction of their respective obligations under this Agreement. The parties each agree to work in good faith with the other parties to meet their respective obligations in a timely manner.
- B. Annual Status Reporting. On or before January 31 of each year until GSA and the SHPO agree in writing that the terms of this Agreement have been fulfilled, GSA shall prepare and provide an annual report to the Consulting Parties addressing the following topics:
  - Progress in completing Stipulations I through V;
  - Any problems or unexpected issues encountered during the preceding year; and
  - Any changes that GSA believes should be made in implementation of this Agreement.

GSA shall make this annual report available for public inspection by posting it on the project website and interested members of the public will be invited to provide comments to GSA, the SHPO and the Council.

- C. Alterations to Project Documents. If, after receiving comments on any plan, scope of services or other document that has been reviewed and commented on pursuant to this Agreement, GSA desires any material or substantial additions thereto or deletions therefrom, which material or substantial changes, additions and/or deletions affect the external appearance of the buildings or the historic fabric of the interior or the exterior previously designated for retention and rehabilitation in the Moss HBPP, GSA shall furnish the Authorized Consulting Parties with a statement of the requested material changes, additions and/or deletions, submitting with such statement appropriate plans, specifications or other documentation showing in detail the nature of the material changes, additions and/or deletions requested. GSA shall provide the Authorized Consulting Parties with the same review period specified in Section I.B, above, or any such material changes, except in the event of an Emergency Situation. For purposes of this Section, Emergency

Situation shall mean a situation immediately impairing or threatening immediately to impair the structural support or integrity of or cause immediate damage to property or causing or threatening to cause immediate injury to a person or persons. As soon as the Emergency Situation has abated, GSA shall afford the Authorized Consulting Parties a reasonable opportunity (but no more than thirty (30) calendar days) to review and comment upon the plans and specifications for any portion of the work that affects the external appearance of the buildings or the historic fabric of the interior or the exterior previously designated for retention and rehabilitation in the Moss HBPP.

- D. Professional Supervision. GSA shall cause all historic preservation work carried out pursuant to this Agreement to be carried out by or under the direct supervision of a person or persons meeting at a minimum the standards set forth in the *Secretary of the Interior's Professional Qualification Standards* in effect at the time this Agreement is executed by the Council.
- E. Security. The Consulting Parties hereby agree to comply with GSA Order PBS 3490.1, entitled *Document Security for Sensitive But Unclassified Paper and Electronic Building Information*, dated March 8, 2002, a copy of which is attached hereto, marked Exhibit 3 and incorporated herein by reference, regarding the dissemination of "sensitive but unclassified" documents for Federal facilities only to persons on a "need to know basis." GSA reserves the right to withhold, consistent with the terms of the GSA Order, any portion of the plans and specifications unrelated to the historic preservation aspects of the construction of the New District Court Facilities, the Moss Rehabilitation or the Relocation and Rehabilitation of the Odd Fellows Building, such as plans and/or specifications relating to the building's structural engineering or security, or anything unrelated to the historic character of the buildings. GSA shall provide the Authorized Consulting Parties with a list of any plans or specifications that are being withheld pursuant to this provision. To the extent that any party disagrees with GSA's decision to withhold any such documents, then the parties shall meet to try and resolve the disagreement. Each individual representing a Consulting Party will be required to execute a Non-Disclosure Agreement, a copy of which is attached hereto and marked Exhibit 4, prior to being provided access to "sensitive but unclassified" documents, including, but not limited to, the plans and specifications referenced in this Agreement.
- F. For purposes of this Agreement, the term "Parties to this Agreement" shall mean only the Signatory Parties. This Agreement shall become effective upon execution by GSA and the Council.

## VII. Dispute Resolution

- A. Should any of the Parties to this Agreement object in writing to GSA regarding any action proposed to be or carried out with respect to the undertaking or implementation of this Agreement, GSA shall consult with the objecting party to resolve the objection. If, after initiating such consultation, GSA determines that the objection cannot be resolved through consultation, GSA shall forward all documentation relevant to the dispute to the Council, including GSA's proposed response to the objection. Within 30 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:
  - 1. Consult with the objecting party, and with other parties as appropriate, to resolve the dispute;
  - 2. Provide GSA with recommendations, which GSA shall take into account in reaching a final decision regarding the dispute; or
  - 3. Notify GSA that the dispute will be referred for comment pursuant to 36 C.F.R. § 800.7(a)(4) and proceed to refer the dispute for comment. GSA shall take the resulting comment into account in accordance with 36 C.F.R. § 800.7(c)(4) and Section 110(l) of the NHPA.

- B. Should the Council not exercise one of the above options within 30 days after receipt of all pertinent documentation, GSA may assume the Council's concurrence in its proposed response to the objection.
- C. GSA shall take into account any Council recommendation or comment provided in accordance with this Stipulation with reference only to the subject of the dispute; GSA's responsibility to carry out all actions under this Agreement that are not the subject of the objection shall remain unchanged and in full force and effect.

VIII. Amendment and Termination


- A. Any Signatory Party may request that this Agreement be amended, whereupon the Parties to this Agreement will consult in accordance with 36 C.F.R. § 800.6(c)(7).
- B. Any Signatory Party may terminate this Agreement by providing 30 days advance written notice to the other Signatory Parties, provided that the Parties to this Agreement consult during the 30-day notice period to seek agreement on amendments or other actions that would avoid termination. In the event of termination, GSA will comply with 36 C.F.R. § 800.3 through 800.7(c)(3), with regard to individual actions covered by this Agreement.

Execution of this Agreement and implementation of its terms evidences that GSA has afforded the Council, the Signatory Parties and the other Consulting Parties a reasonable opportunity to comment on GSA's proposed construction of the New District Court Facilities, the Moss Rehabilitation, the Relocation and Rehabilitation of the Odd Fellows Building, and their effects on historic properties and that GSA has taken into account the effects of these undertakings on historic properties.

IX. Counterparts. This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original, and which together will constitute one and the same instrument.

**CONSULTING PARTIES:**

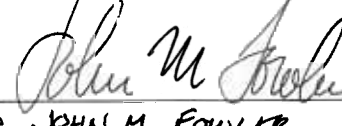
*UNITED STATES GENERAL SERVICES ADMINISTRATION*

By:  Date: \_\_\_\_\_  
 LARRY E. TRUJILLO, SR.  
 Regional Administrator  
 Rocky Mountain Region

*UTAH STATE HISTORIC PRESERVATION OFFICER*

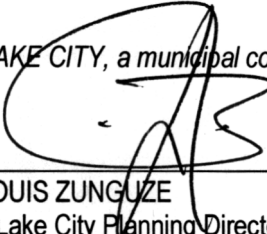
By:  Date: \_\_\_\_\_  
 WILSON G. MARTIN  
 Utah State Historic Preservation Officer

*ADVISORY COUNCIL ON HISTORIC PRESERVATION*

By:  Date: 2/9/04  
 Name JOHN M. FOWLER  
 Title EXECUTIVE DIRECTOR



SALT LAKE CITY, a municipal corporation

By:  \_\_\_\_\_ Date: 1/14/04  
A. LOUIS ZUNGUZE  
Salt Lake City Planning Director

NATIONAL TRUST FOR HISTORIC PRESERVATION, an educational and non-profit established by Congress in 1949

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name  
Title

UTAH HERITAGE FOUNDATION, a Utah non-profit corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
W. ROB WHITE  
Executive Director, Utah Heritage Foundation

## EXHIBIT 1

### **Odd Fellows Building – Relocation and Preservation**

#### Scope of Work

#### PRE-RELOCATION

- A. Excavate at current site—Both the East and West sides of the existing building will be excavated to allow access to the foundation level, where stabilization will occur.
- B. Excavate new site on the North side of the street—prepare site for new foundation and basement. Use compacted fill where necessary.
- C. Stabilize structure—
  - 1. Remove windows. Temporarily install bracing and/or plywood in window openings to stiffen them.
  - 2. Create a temporary platform at foundation level by installing six major N/S beams and cross with thread beams. Access to the interior of the building at this level is provided by excavation described above and the selective demolition of stone walls below grade.
  - 3. Embrace with straps any decorative masonry veneer that might detach during the move.
- D. Saw cut shear walls at existing basement level.
- E. New Foundation & Basement Shell
  - 1. Lay a new foundation with code-compliant footings, columns, and shear walls.
  - 2. Recreate the basement to match the layout of the existing basement. This basement will be a shell, ready for finishes.

#### RELOCATION

- A. Moving method
  - 1. Notify city, transportation, and utilities of move & date.
  - 2. Remove site obstructions, including fence to the east.
  - 3. Rubber-tired dollies will be placed under the beams and drawn by cables, swinging the south end of the building to the northeast, then the north end of the building to the southwest, and finally again moving the south end all the way around to the north.
- B. Secure the structure
  - 1. Dowel new basement shear walls into existing shear walls on main level.
  - 2. Tie the shear walls to the main level diaphragm.

#### POST-RELOCATION

- A. Seismic upgrade
  - 1. Limited structural upgrade, as required.
  - 2. As indicated above, new footings, basement-level columns and foundation shear walls are planned.
- B. Replace roof if necessary. There is no information at this time as to the age of the roof.
- C. Preliminary Exterior Preservation
  - 1. Front façade (including wrapped sides as treated similar to front)—Repoint brick and sandstone and repaint areas that have been previously painted. The scope of this project does not include replacing damaged masonry units.
  - 2. Windows – Re-install windows, patch, caulk, and paint as needed.
- D. Interior treatments—Repair where damage from moving necessitates. Scope does not include interior renovation or finishing of spaces.

E. Stairs

1. Existing interior stair will be extended down to the new basement after the move.
2. Existing 1983 exterior rear stair will not fit on the new site. It will be reassembled on the inside of the rear wall, and the window openings that had been made into door openings for stairwell access will be restored to their original configuration as window openings.

F. Character of the new basement

1. The area where restrooms are currently located will have plumbing service, but slab will not be poured there to allow for maximum flexibility of plumbing in accommodation of the new program.
2. A new furnace will be furnished in the mechanical room. A major trunk line and vent will be installed, though no new ductwork or distribution is planned. When the space is finished, the existing ductwork will connect to the new furnace. The furnace will be operational.
3. Reproduce entry bridge that overlooks basement as in existing building.

G. Demolish existing basement

**EXHIBIT 2**

**Preliminary Outline Schedule**

Oddfellows Hall Relocation

Task Name	2003										2003						
	Month 1					Month 2					Month 3			Month 4			
	1	2	3	4	5	6	7	8	9	10	11	16	12	13	14	15	16
<b>General Contractor</b>																	
Mobilization	█	█															
Existing Site - Perimeter excavation			█	█	█												
New Site - Demolition and excavation				█	█	█											
Placement of new footings and foundations						█	█	█	█								
Anchoring of relocated building to new foundation										█	█						
Attaching existing services to relocated building											█	█					
Backfill and compaction around relocated building												█	█				
New surface site work													█	█	█	█	█
Renovations to interiors and façade																	█
<b>Building Relocation Subcontractor</b>																	
Mobilization	█																
Selective demolition of existing foundation		█	█	█													
Placement of temporary foundations				█	█												
Placement of lifting jacks and beams					█	█	█	█									
Building relocation								█	█								
Dismantle temporary shoring									█	█							

(This schedule reflects a timeline that begins upon property acquisition.)

EXHIBIT 3

GENERAL SERVICES ADMINISTRATION  
Washington, DC 20405

PBS 3490.1  
March 8, 2002

GSA ORDER

**SUBJECT:** Document security for sensitive but unclassified paper and electronic building information

1. Purpose. This order sets forth the Public Buildings Service's (PBS's) policy on the dissemination of sensitive but unclassified (SBU) paper and electronic building information of General Services Administration's controlled space, including owned, leased, or delegated Federal facilities. A major goal of GSA and the Federal Government is the safety and security of people and facilities under the charge and control of GSA. This order outlines the PBS security procedures needed to reduce the risk that the material will be used for dangerous or illegal purposes.

2. Cancellation. PBS-IL-01-3 is canceled.

3. Objectives. In order to reduce the exposure to possible attacks or threats to GSA controlled space, there are two principal objectives of PBS's policy regarding sensitive but unclassified (SBU) building information. These are to:

a. Diminish the potential that sensitive information about the building in either paper or electronic form will be available for use by a person or persons with an interest in causing harm to persons or property.

b. Respect GSA's legitimate business and other needs to allow access to this information to those who have a need-to-know, such as Federal agencies housed in GSA controlled space, the professional design community, contractors, and states, cities, and towns where GSA has facilities.

4. History.

a. The physical protection of Federal employees, the visiting public, and facilities has always been a priority for GSA. Environmental, fire, security, and other safety concerns have influenced how GSA builds and procures space and has impacted our construction criteria. However, after the Alfred P. Murrah Federal Building bombing, GSA and other Government agencies have made a concerted review of GSA's construction and security criteria to find ways to prevent such an occurrence in the

future.

b. There is rising apprehension that if building information is not restricted it could easily fall into the hands of terrorists or other criminal elements. In addition, there is particular concern that, with Internet technology, individuals, including terrorists and criminals worldwide, could have easy access to such information and remain anonymous.

c. Counterbalancing legitimate security concerns is the reality that a "government of the people, by the people, and for the people" must be accessible to its citizens and able to perform its mission without excessive restrictions hampering competition. With certain limited exceptions, GSA is required by the Competition in Contracting Act to obtain full and open competition. Therefore, prospective offerors must have access to necessary information in competing for Government contracts. This includes interested vendors, contractors, subcontractors, manufacturers, and suppliers of our building materials, as well as providers of professional services such as building plans and security services or equipment. GSA must balance security with business requirements in a pragmatic way, without undue bureaucratic burdens on our regional offices, consultants, lessors, and contractors.

5. Application. This order applies to all SBU building information regarding PBS-controlled space or procurements to obtain PBS-controlled space, either Government owned or leased, and to all PBS employees in Central Office and the regions, and includes GSA space that is delegated to other Federal agencies. It also imposes requirements on Federal employees to ensure that authorized users, both Government and non-Government, are aware of and adhere to specific obligations with respect to SBU building information.

6. Related authorities. This order supports and supplements the implementation of GSA order, Safeguarding sensitive unclassified information (ADM 1800.3B); Instructional Letter CIO IL-99-1, Safeguarding Sensitive Unclassified Information; and the GSA Acquisition Manual (GSAM) (ADP P 2800.12B).

#### 7. Responsibilities.

a. General. Because no policy can cover every circumstance, disseminators shall make every effort to apply the *principles* outlined in this order in those cases where circumstances require adaptation, by using good judgment, common sense, and reasonableness. The principles are:

Only give the information to those who have a *need to know*;  
Keep records of who got the information; and  
Safeguard the information during use and destroy it properly after use.

This order describes the minimum effort required. In some cases, the disseminator should take additional precautions as circumstances dictate. It is the responsibility of those disseminating SBU building information to provide the first line of defense against misuse.

b. Assistant Regional Administrators (ARA's). PBS ARA's, or their designated Federal employee representatives (or in the case of delegated buildings, Agency officials), must ensure SBU building information is protected from unauthorized use. Federal Government employees who handle SBU building information shall have security training outlining the procedures in this order.

c. Federal Protective Service (FPS). The FPS at Central Office and in each GSA region must inform regional security personnel regarding the information contained herein. FPS, in coordination with other PBS offices, shall participate in PBS regional security training.

d. Office of the Chief Architect (PC). PC must inform the GSA regional offices responsible for managing SBU building information of the requirements contained herein. The OCA shall work with private sector architects, engineers, and contractors to ensure that these groups are aware of the requirements contained in this order, including:

(1) Labeling of information. All SBU building information, either in electronic or paper formats, shall have imprinted on *each* page of the information:

**PROPERTY OF THE UNITED STATES GOVERNMENT  
FOR OFFICIAL USE ONLY**

**Do not remove this notice  
Properly destroy documents when no longer needed**

(2) The following paragraph will be included on the *cover* page of the information (such as the cover page on the set of construction drawings and on the cover page of the specifications) and on the label of all magnetic media:

**PROPERTY OF THE UNITED STATES GOVERNMENT  
COPYING, DISSEMINATION, OR DISTRIBUTION OF THESE DRAWINGS, PLANS,  
OR SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED**

**Do not remove this notice  
Properly destroy documents when no longer needed**

(3) The previous two statements shall be **prominently** labeled in bold type in a size appropriate for the document. On a set of construction drawings, for example, the statements should be in a minimum of 14 point bold type.

e. Office of General Counsel. The Office of General Counsel must provide legal advice concerning Freedom of Information Act (FOIA) requests pertaining to SBU

building information.

f. Office of Customer Service (PB). PB must ensure that all GSA customers are aware of the requirements contained in this order.

g. Office of Realty Services (PE). PE must ensure that Leasing Contracting Officers (GS-1170) and Realty Specialists (GS-1170) are aware of the requirements contained in this order.

h. Office of Portfolio Management (PT). PT must notify client agency officials of those GSA buildings delegated to them of the requirements contained in this order.

i. Office of Business Operations (PX). PX must notify all Procurement Contracting Officers (GS-1102) and Property Management personnel of the requirements contained in this order.

j. Contracting Officers (CO). The CO's must post a synopsis of the work electronically to the Governmentwide Point of Entry (GPE), currently FedBizOpps (<http://fedbizopps.gov/>), for all procurements containing SBU building information. For those procurements where SBU building information, such as exhibits, associated plans, specifications, etc., cannot be made available electronically on the GPE, the CO's must provide a notification as required by the GSA Acquisition Manual (APD P 2800.12B), GSAM 504.570(d).

## 8. Type of Information for Document Security

a. Sensitive But Unclassified (SBU) building information. Includes but is not limited to paper and/or electronic documentation of the physical facility information listed below. Building designs (such as floorplans), construction plans and specifications, renovation/alteration plans, equipment plans and locations, building operating plans, information used for building service contracts and/or contract guard services, or any other information considered a security risk, for all GSA controlled facilities, shall be considered covered under this category. Specifically (but not exclusively), it includes:

(1) Location of secure functions in the facility such as judges' chambers and libraries, prisoner or judges' secure circulation paths (both vertical and horizontal), cell blocks, sally ports, judges' parking, security areas, and childcare, major computer processing areas or other client sensitive processing areas (such as major photo or computer labs, etc);

(2) Location of all utilities, such as heating, ventilation, air conditioning, information technology (IT) systems, location of air intake vents, water sources, gas lines, plumbing lines, building automation systems, power distribution systems, emergency generation equipment, uninterrupted power sources (UPS), security and fire alarm systems, routes and annunciation panels;



(3) Location and type of structural framing for the building and any information regarding structural analysis or building security and blast mitigation analysis and counter terrorism methods taken to protect the occupants and building; and

(4) Information regarding security systems or strategies of any kind (such as camera locations) or security guards (such as number and location).

b. Non-sensitive unclassified building information. Information regarding the building that may be made available for limited public dissemination under the following conditions:

(1) Building elevation or other drawings of new or existing buildings shall not show or label information defined under the SBU categories in 8.a., above.

(2) Interior photographs that are limited to publicly accessible space or have been cleared for publication by GSA or the agency responsible for the space.

(3) Conceptual space planning drawings with floor layouts may be made available for presentations to professional designers (architect/engineers, etc.), professional schools for educational purposes, community planning groups participating in the design of new Federal space, or professional print publications *if* specific SBU building information (structural columns, utilities, etc.) is not shown and judges' chambers, secure circulation routes, secure elevator locations, etc. are shown as generic space with no wall partitions (such as a block of unpartitioned space labeled "Judicial Space"). Generic concept (bubble) diagrams may be shown to convey information for a non-specific building.

*Note: It is the responsibility of the disseminator to use good judgement and to apply the principle that **the more open the forum, the more generic/conceptual the information must be.***

(4) Detailed floor layout drawings of any kind for specific buildings shall not be made available over the public internet or in public presentations or print media, such as brochures, magazines, books, etc.

9. Reasonable care for dissemination of sensitive but unclassified (SBU) building information. Those who are disseminating SBU building information (which includes flowdown dissemination by prime/general contractors, subcontractors, suppliers, architects/engineers, Federal Agencies, lessors, private sector planrooms, state and local governments, print shops/reprographic firms, etc.) must obtain a signed copy of the Document Security Notice (attached) by authorized users of SBU building information that they will exercise *reasonable care* when handling SBU building documents. "Reasonable care" is defined as:

a. Limiting dissemination to authorized users. Dissemination of information shall only

be made upon determination that the recipient is *authorized* to receive it. The criterion to determine authorization is *need-to-know*. Those with a *need-to-know* are other Federal Government agencies (who shall make requests through their agency management), and non-Government entities that are specifically granted access for the conduct of business on behalf of or with GSA. This includes those necessary to do work at the request of the Government, such as architects and engineers, consultants, contractors, subcontractors, suppliers, planrooms, and others that the contractor deems necessary in order to submit an offer/bid or to complete the work or contract, as well as maintenance and repair contractors and equipment service contractors.

**Note:** It is the responsibility of the person or firm disseminating the information to assure that the recipient is an authorized user and to keep the Document Security Notice records of recipients.

Authorized users shall provide identification as set forth below:

(1) Valid identification for Federal Government users. Valid identification of authorized Government users receiving SBU building information shall be verification of Government employment.

(2) Valid identification for non-Government users. Authorized non-Government users shall provide valid identification to receive SBU building information. Valid identification shall be all items I through III, and including item IV, as necessary:

I. A copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business. The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. The business must be of the type required to do the work. A general contractor's license may be substituted for the business license in states that issue such licenses. In the rare cases where a business license is not available from the jurisdiction, the information shall be provided and testified to by the submitter; **and**

II. Verification of a valid DUNS Number against the company name listed on the business license or certification. Verification may be obtained through <http://www.fpdc.gov>, or by calling Dun & Bradstreet at 703-807-5078 to set up an account; **and**

III. A Valid IRS Tax ID Number of the company requesting the information; **and, as necessary,**

IV. A Valid picture state driver's license shall be required of person(s) picking up SBU documents. Phone verification must be made to a previously validated authorized user that the individual(s) picking up the documentation is/are authorized to do so by the company obtaining the documents. SBU documents will not be released to any individual or firm who has not, either previously or at the time of pickup, supplied the required documentation as outlined in paragraphs I through III, above.

b. Record keeping. Those who disseminate SBU building information must require a signed Document Security Notice from those who receive the information. Records of the signed Document Security Notices shall be maintained by the disseminator pursuant to the GSA system of keeping long-term records and plans. At the completion of work, secondary and other disseminators shall be required to turn over their Document Security Notice dissemination records to GSA to be kept with the permanent files.

c. Retaining and destroying documents. The efforts required above shall continue throughout the entire term of contract and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process, or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

d. Notice of disposal. For all contracts using SBU building information, the contractor shall notify the GSA contracting officer that he and his subcontractors have properly disposed of the SBU building documents, with the exception of the contractor's record copy, at the time of Release of Claims to obtain final payment.

#### 10. Miscellaneous.

a. State and local governments. In order to comply with local regulations, GSA must provide localities with documents to issue building permits and to approve code requirements. Public safety entities such as fire departments and utility departments require unlimited access on a need-to-know basis. These authorities must be informed at the time they receive the documents that the information requires restricted access from the general public. When these documents are retired to local archives, they should be stored in restricted access areas. *This order will not preclude the dissemination of information to those public safety entities.*

b. Electronic transfer and dissemination. Transfer and dissemination of SBU information beyond the GSA intranet (internet or extranet, modem, DSL, wireless, etc.) must use at least 128 bit symmetric key encryption following NIST Special Publication 800-21 *Guideline For Implementing Cryptography in the Federal Government*. All transfers must use standard commercial products (such as PGP and Secret Agent) with encryption algorithms that are at least 128 bit symmetric (3DES, AES, RC4, IDEA, etc.), and follow the instructions outlined in this order. Authorized users that use project extranets for electronic project management during design or

after construction contract award to transfer SBU building information are responsible for verifying and certifying to the Government contracting officer that project extranets meet applicable physical and technical GSA security requirements as determined by the PBS Chief Information Officer (CIO). Access to the sites shall be password protected and access shall be granted only on a need-to-know basis. A record of those individuals who have had electronic access shall be maintained by the contracting officer or other disseminator in accordance with the GSA system of keeping long-term records.

c. Appropriate levels of security. GSA intends to meet project security requirements as defined by our client agencies. This order is meant to define the minimum security requirements of GSA for SBU building information. A client agency may define an individual project requiring additional security over that outlined in this order. Any information classified for national security purposes shall be handled according to the DOD 5220.22-M National Industrial Security Program Operating Manual (NISPOM) and other appropriate national security directives.

d. Freedom of Information Act (FOIA) requests. Because of the sensitive nature of SBU building information from a security standpoint, it shall not be disclosed pursuant to a FOIA request without a thorough analysis of the security implications and any potentially applicable exemptions under the FOIA. Any determination to disclose SBU building information pursuant to a FOIA request must be made by the PBS ARA or the PBS Deputy Commissioner, after consultation with the servicing legal office and the servicing FPS office.

e. Proprietary information owned by Architect/Engineers. All professional services consultants shall sign the Document Security Notice that documents containing SBU building information created under contract to the Federal Government shall be handled according to the procedures under this order.

f. Private sector planrooms. Numerous private sector businesses provide planrooms, which provide access to construction plans and specifications for bidding purposes as a service to construction contractors and subcontractors. Before receiving GSA SBU building information from any source for dissemination, the private sector planroom shall demonstrate to GSA that they can and will adhere to the procedures outlined in this order, and sign the Document Security Notice.

g. Reporting incidents of concern. Any concern of a significant security risk should be reported immediately to the FPS Megacentor or to the FPS Investigation Section at (202) 501-0793 and any other security agencies as deemed appropriate.

F. JOSEPH MORAVEC  
Commissioner  
Public Buildings Service

**Request for Construction Documents Exhibit**

Attachment \_\_\_\_\_  
Solicitation \_\_\_\_\_

**DOCUMENT SECURITY  
NOTICE TO PROSPECTIVE BIDDERS/OFFERORS**

This solicitation includes Sensitive But Unclassified (SBU) building information. SBU documents provided under this solicitation are intended for use by authorized users only. In support of this requirement, GSA requires bidders/offerors to exercise reasonable care when handling documents relating to SBU building information per the solicitation.

**REASONABLE CARE:**

**1. Limiting dissemination to authorized users.** Dissemination of information shall only be made upon determination that the recipient is *authorized* to receive it. The criterion to determine authorization is *need-to-know*. Those with a *need-to-know* are those who are specifically granted access for the conduct of business on behalf of or with GSA. This includes all persons or firms necessary to do work at the request of the Government, such as architects and engineers, consultants, contractors, sub-contractors, suppliers, and others that the contractor deems necessary in order to submit an offer/bid or to complete the work or contract, as well as maintenance and repair contractors and equipment service contractors.

**Note: It is the responsibility of the person or firm disseminating the information to assure that the recipient is an authorized user and to keep records of recipients.**

Authorized users shall provide identification as set forth below:

Valid identification for non-Government users. Authorized non-Government users shall provide valid identification to receive SBU building information. The identification shall be presented and verified for each dissemination. Valid identification shall be all items (a) through (c), below, and including item (d), as necessary:

- (a) **A copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business.** The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. The business must be of the type required to do the work. A general contractor's license may be substituted for the business license in states that issue such licenses. In the rare cases where a business license is not available from the jurisdiction, the information shall be provided and testified to by the submitter; **and**
- (b) **Verification of a valid DUNS Number** against the company name listed on the business license or certification. Verification may be obtained through <http://www.fpdc.gov>, or by calling Dun & Bradstreet at 703-807-5078 to set up an account; **and**
- (c) **A Valid IRS Tax ID Number** of the company requesting the information; **and, as necessary,**
- (d) **A Valid picture state driver's license** shall be required of person(s) picking up SBU documents. Phone verification must be made to a previously validated authorized user that the individual(s) picking up the documentation is authorized to do so by the company obtaining the documents. SBU documents will not be released to any individual or firm who has not, either previously or at the time of pickup, supplied the required documentation as outlined in paragraphs (a) through (c), above.

**2. Retaining and destroying documents.** The efforts required above shall continue throughout the entire term of

the contract and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding **hardcopy**, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

**3. Term of Effectiveness.** The efforts required above shall continue throughout the entire term of contract and for what specific time thereafter as may be necessary, as determined by the Government. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention.

**4. Written agreement of disposal.** For all contracts using SBU building information, the contractor shall provide a written statement that he and his subcontractors have properly disposed of the SBU building documents, with the exception of the contractor's record copy, at the time of Release of Claims to obtain final payment. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

The recipient acknowledges the requirement to use **reasonable care**, as outlined above, to safeguard the documents and, if not awarded, the contract (and at the completion of any protest/appeal process) will make every reasonable and prudent effort to destroy or render useless all SBU information received during the solicitation.

**I agree that I will abide by this agreement and will only disseminate Sensitive But Unclassified (SBU) building information to other authorized users under the conditions set forth above.**

Signature: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Copy of business license attached

DUNS Number: \_\_\_\_\_

Verified: Yes No

IRS Tax ID Number \_\_\_\_\_

▶ Validation

**EXHIBIT 4**

*NON-DISCLOSURE AGREEMENT*

Consulting Parties to the Programmatic Agreement ("PA") for the Salt Lake City Courthouse Project acknowledge and understand that they will be given access to Sensitive But Unclassified ("SBU") building information to complete any reviews mandated by the PA if, and only if, they have first executed this Non-Disclosure Agreement ("Agreement"). Those representatives of Consulting Parties that execute this Agreement shall be considered an "Authorized Party." Each Authorized Party acknowledges, understands and agrees that any SBU documents are for use by the Authorized Party only for the purposes described in the PA. In support of this requirement, GSA requires that each Authorized Party exercise best efforts when handling documents relating to SBU building information in accordance with the following procedures.

- 1. Prohibition on Disclosure and Copying of SBU Information.** Each Authorized Party hereby agrees not to disclose the contents of SBU information to anyone (including co-workers) unless that person has a need-to-know and previously has provided GSA with an executed Agreement. Each Authorized Party further agrees not to make copies of any portion of the SBU Information.
- 2. Destruction of Documents.** The requirement of this Agreement shall continue throughout the entire term of the PA and for whatever period of time that SBU documents continue to exist. All documents shall be destroyed at the expiration of the PA or sooner if no longer needed.
- 3. Written confirmation of disposal and/or return of Documents to GSA.** When the review process is complete, each Authorized Party shall provide GSA with a written statement that all SBU documents have been properly destroyed. In lieu of destroying the documents, the Authorized Party may return the SBU documents to GSA for destruction.
- 4. Best Efforts.** Each Authorized Party further agrees to use best efforts to safeguard the documents to prevent unauthorized access by unauthorized individuals. In the event that the Authorized Party becomes aware of an unauthorized disclosure of SBU information, then the Authorized Party immediately shall report the disclosure to GSA.
- 5. Valid Identification.** The Authorized Party hereby represents that a true and correct copy of the Authorized Party's valid state picture driver's license is attached to the Agreement.

The undersigned hereby commits to the United States of America to comply with the terms of this Agreement.

By: \_\_\_\_\_

(Print Name: \_\_\_\_\_)      Date \_\_\_\_\_  
(Title: \_\_\_\_\_)  
(Name of Organization: \_\_\_\_\_)