

**Task Agreement Number** *P15AC00991 / MNA-73*  
**Under**  
**Cooperative Agreement** *P14AC00921*  
**Between**  
*The United States Department of the Interior*  
**National Park Service**  
**And**  
**The Museum of Northern Arizona**  
**DUNS No:***072443096*  
*3101 N Fort Valley Rd.*  
*Flagstaff, AZ 86001*

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**CFDA:** 15.945

**Project Title:** 2015 Grand Canyon Colorado River Archeological Site Stabilization

**Park Unit:** Grand Canyon National Park

**PI:** Kimberly Spurr, Supervisory Archaeologist/Bioarchaeologist, Museum of Northern Arizona, 3103 N. Fort Valley Road, Flagstaff, AZ 86001, (928) 774-5211 ext. 260  
kspurr@musnaz.org

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**Amount of Federal Funds Obligated:** \$ 41,850.00

**Total Amount of Task Agreement Award:** \$ 41,850.00

**Funding source:** Facilities, Cultural Cyclic Maintenance

**Period of Performance:** July 15, 2015 – September 1, 2016

**Student Involvement:** Yes

**Sensitive Information:** No

## **ARTICLE I – BACKGROUND AND OBJECTIVES**

Cooperative Agreement Number P14AC00921 was entered into by and between the Department of the Interior, National Park Service, (NPS), and Museum of Northern Arizona (hereafter referred to as ‘Recipient’) for the purpose of providing research, technical assistance, and/or education, as described below. Unless otherwise specified herein, the terms and conditions as stated in the Cooperative Agreement will apply to this Task Agreement.

For performance under this task agreement, the regulations set forth in 2 CFR, Part 200, supersedes OMB Circulars A–21 (2 CFR 220), A–87 (2 CFR 225), A–110, and A–122 (2 CFR 230); Circulars A–89, A–102, and A–133; and the guidance in Circular A–50 on Single Audit Act follow-up. The recipient shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement. In the event of a

conflict between the original terms of the master agreement and 2 CFR, Part 200, relating to this task agreement, 2 CFR, Part 200 shall take precedence.

### **2015 Grand Canyon Colorado River Archeological Site Stabilization**

This project involves preservation maintenance at seven previously stabilized sites in Grand Canyon National Park including South Canyon (C:05:0001), Nankoweap Granaries (C:09:0001), Beamer's Cabin (C:13:0004), Hilltop / Cardenas Ruin (C:13:0002), Boucher Cabin (B:16:0049), and Backeddy (B:10:0001). Preservation treatments include applying amended and unamended stabilization mortars to eroded mortar joints and missing stones in original standing architectural features that show signs of deterioration. Treatments also include manipulating ground surfaces to facilitate better water drainage, minor backfilling of exposed lower wall segments, removing added stones on wall tops and dry wedging wall stones for stability.

The public will directly benefit from preservation treatments which will improve the stability, accessibility and condition of seven Class I and Class II (open and interpreted to the public) archeological sites. Visitors will gain knowledge of NPS resource management, ruins preservation techniques and site history when visiting the sites during the project. MNA will hire traditional Hopi masons to provide on-site training to NPS preservation specialists (archeologists) on traditional masonry practices, while NPS archeologists will provide training on how the park (NPS) applies hands-on preservation activities on ancestral Hopi architectural sites. The boatmen selected for the trip will benefit by learning (and passing knowledge to their clients) how the Hopi view their ancestral sites as well as the techniques and standards used by the park in conducting architectural preservation.

### **ARTICLE II – LEGAL AUTHORITY**

54 U.S.C. §101702(a) Cooperative Agreements, Transfer of Services Appropriate Funds  
54 U.S.C. §101702(b) Cooperative Agreements, Cooperative Research and Training Programs  
54 U.S.C. §100703 Cooperative Study Units

### **ARTICLE III – STATEMENT OF WORK**

A. Statement of work:

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Grand Canyon National Park's archeological architecture preservation program (Vanishing Treasures) includes active management of sites containing standing, original architectural features. Visiting well-preserved ancient architecture sites along the Colorado River provides visitors with a world class wilderness experience and imbues a connection to a precious landscape and its people. Following annual monitoring and architectural condition assessments, these architectural sites need periodic preservation maintenance in the form of replacing and amending previous stabilization efforts as they wear out over time.

The goal of this project is to complete preservation treatments at South Canyon (C:05:0001), Nankoweap Granaries (C:09:0001), Beamer's Cabin (C:13:0004), Hilltop / Cardenas Ruin (C:13:0002), Boucher Cabin (B:16:0049) and the Backeddy site (B:10:0001). Where needed, preservation treatments include applying amended and unamended stabilization mortars to eroded mortar joints and missing stones showing signs of deterioration and threatened with partial collapse. Treatments also include manipulating surrounding ground surfaces to facilitate better water drainage, minor backfilling of exposed lower wall segments, removing added stones on wall tops and dry wedging wall stones for stability.

South Canyon, interior walls and floor in five rooms. Stabilization mortar applied by hand. Sandy sediments collected from non-cultural on-site deposits emended with Rhoplex (4:1, water : Rhoplex).

Nankoweap Granaries, exterior walls of six rooms. Stabilization mortar applied by hand. Clayey talus deposits collected from non-cultural on-site deposits, mixed with water and applied directly to loose and eroded mortar joints.

Beamer's Cabin, three interior and exterior walls of one room. Stabilization mortar applied by hand. Soil source is non-cultural clayey soil acquired from a nearby overhang. Soil and sand will be amended with Rhoplex.

Hilltop / Cardenas Ruin, four interior and exterior walls from one feature. Visitor added stones will be removed from wall tops using post-1985 documentation photographs as reference; remove degraded 1980s stabilization mortar where it has loosened or fallen; retain dry-wedged stone work. No mortar applied.

Boucher Cabin, floor surface of cabin backfilled, and east, south and west interior walls of one structure. Stabilization mortar applied by hand. Source material will be collected

from wash bottom directly south and west of structure. A weak soil cement will be mixed and applied directly to loose and eroded mortar joints in the storage structure.

Backeddy site, exterior wall of one structure. Stabilization mortar applied by hand. Source material will be sterile fill from room interiors, mixed water and Rhoplex and applied directly to loose and eroded mortar joints.

MNA will hire traditional Hopi masons (included in the project budget as Hopi Lead Preservation Specialist and Hopi Preservation Specialist) to provide on-site training to NPS preservation specialists (archeologists) on tradition masonry practices, while NPS archeologists provide training on how the park applies hands-on preservation activities on ancestral Hopi architectural sites. A preservation specialist and crew leader as well as one or two trainees will be recruited from the Hopi community to participate in hands-on work at each site.

The boatmen selected for the trip will benefit by learning (and passing knowledge to their future clients) how the Hopi view their ancestral sites as well as the techniques and standards used by the park in conducting architectural preservation. A commercial outfitter will be selected based on their willingness to have boatmen participate in day-to-day preservation work and learn from project staff. Daily briefings at each site will provide a structure for learning and information exchange with all staff including boatmen.

B. Project schedule and products (Deadlines/milestones and specific products including appropriate formats for reports and data):

August 1, 2015. Commercial outfitter logistical planning meeting. The result of this and follow-up meetings will be a detailed trip itinerary, final staff roster, and list of NPS / MNA gear / supplies / equipment to outfitter.

September 1, 2016. Final day for MNA to recruit and hire two Hopi preservation specialists; see project budget for costs.

September 10, 2015 (approximate). Pre-trip preservation work session. This is a one-day presentation and training on NPS preservation treatments and traditional masonry techniques for all field staff, including NPS and MNA archeologists, project boatmen and Hopi preservation specialists. Location for this pre-field work session will be at Grand Canyon National Park, Science and Resource Management conference room (South Rim) and Tusayan Ruin. 1-page resume of Hopi specialists due to GRCA. Other topics covered include gear lists, roles and responsibilities, work plan (per site), trip itinerary and conduct protocol. The date

for this work session will be decided after all project staff are hired and availability known.

October 1-10, 2015. Within 10 days of end of trip, GRCA and MNA staff will hold a phone conference debrief to review data organization, data entry and report writing (assign sections of report to individual authors). Meeting day, time and location to be determined based on availability of staff.

December 30, 2015. Preservation photo annotations due (Adobe Illustrator format).

January 30, 2016. Deliver 3" x 5" black-and-white prints to NPS.

January 30, 2016. NPS to return comments on annotated preservation photos to MNA.

February 28, 2016. Final annotation photos due to GRCA.

September 1, 2016. End of Project.

C. Recipient agrees to:

1. Select two MNA staff archeologists with a background in architectural documentation and preservation treatment.
2. Recruit and hire two Hopi preservation specialists with background in traditional masonry preservation techniques. One specialist will serve as preservation lead and the second specialist will serve as a trainee. Hopi preservation specialists will be employee for pre-trip planning as well as during the 10-day fieldwork session.
3. Recruit and coordinate up to two volunteer archeologists.
4. Select and procures river logistics professional services (e.g. commercial river outfitter).
5. Attend all planning meetings with GRCA and outfitter to identify appropriate personnel, boats, food, gear, sanitation and transportation.
6. With GRCA staff, organize, package and deliver preservation materials, supplies, gear and equipment to outfitter.
7. Ship 35mm black-and-white photos to Photographic Works, Tucson, AZ for development. See GRCA staff for instructions and account name. MNA will pay for developing and two-way shipping.
8. Organize, resize and label *Before* and *After* photos, per site, per room, per wall. 60 hours toward annotating *After* preservation treatment photos (approximately 60). See GRCA staff for examples and Adobe Illustrator templates.

D. NPS agrees to (substantial involvement statement in parentheses):

1. Administer and supervise all planning, field and post-field phases of project to meet GRCA and Vanishing Treasures standards. (Describe the goals, jointly develop scope and project activities)
2. Work with cooperator program coordinator and team leader to recruit traditional masons and preservation specialist and trainees from the Hopi community. (Provide the services of a Program Coordinator to recipient to recruit, interview and recommend appropriate candidates) (Provide a work leader and skilled maintenance staff to mentor and train the youth employed through this program)
3. Provide one staff archeologist / preservation specialist to supervise all NPS staff archeologists and all on-site preservation work. (Provide orientation to park resources, oversee assignments, teach new skills, distribute tools and equipment and provide technical assistance and safety training) (Provide a work leader and skilled maintenance staff to mentor and train the youth employed through this program)
4. Provide up to two staff archeologists for field phase to supervise hands-on preservation treatment work. (Provide technical assistance) (Provide orientation to park resources, oversee assignments, teach new skills, distribute tools and equipment and provide technical assistance and safety training)
5. Purchase, test and package soil mortar amendments such as Rhoplex and mortar cement. (Provide orientation to park resources, oversee assignments, teach new skills, distribute tools and equipment and provide technical assistance and safety training)
6. Provide gear to process soil and conduct preservation treatments such as screens, tarps, buckets, trowels, brooms, mixing basins, hoes, etc... (Provide orientation to park resources, oversee assignments, teach new skills, distribute tools and equipment and provide technical assistance and safety training)
7. Provide NPS preservation forms and instructions, supplies and electronic equipment including B/W film, batteries, digital camera memory cards, camera, charging inverter, etc... (Provide orientation to park resources, oversee assignments, teach new skills, distribute tools and equipment and provide technical assistance and safety training)
8. Provide a copy of the GRCA ARCH database with instructions and guidance for data entry. (Provide technical assistance)

9. Distribute a copy of the report to Affiliated Tribes and Hopi preservation specialists. (Jointly organize and deliver seminars, workshops and types of training programs for the purpose of promoting historic preservation to Tribes)
10. Pre-trip preservation training using NPS / VT preservation standards for project staff including cooperator staff, Hopi specialists and boatmen. This will be a one-day field training at Tusayan Ruin, South Rim. Training will cover park resources, cultural history, preservation, safety and site interpretation and stewardship. (Provide cultural/environmental programs (tours, educational programs, talks on the history of the park)
11. Provide on-site cultural history tour / education opportunity to outfitter staff as part of work assignments at each of seven work sites. (Provide cultural/environmental programs (tours, educational programs, talks on the history of the park) (Jointly organize and deliver seminars, workshops and types of training programs for the purpose of promoting historic preservation to Tribes)
12. Coordinate and participate in planning meetings with cooperator and outfitter. (Provide orientation to park resources, oversee assignments, teach new skills, distribute tools and equipment and provide technical assistance and safety training).
13. Provide NEPA / NHPA Sec. 106 coordination. NEPA for this project is covered by the Programmatic CE for Parkwide Routine Maintenance and Repair of Archaeological Resources, FY13-17 (PEPC 44522).

NHPA Section 106 for this project is covered under a Streamlined Review, Criterion 1. Preservation Maintenance and Repair of Historic Properties (Assessment of Effect is No Adverse Effect).

The area of potential effect includes Class I and Class II archaeological sites located along the Colorado River Corridor. Bright Angel Pueblo (B:16:0001) is within the Cross Canyon Corridor cultural landscape. All project sites are part of the determination of eligibility (DOE) for the Colorado River Historic District within Grand Canyon National Park. Each of the archaeological sites are ethnographic resources to some of the park's traditionally associated American Indian tribes.

The Statement of Work and implementation of project goals were developed in consultation with the Hopi Tribe, the Navajo Nation, The Southern Paiute Tribe (Kaibab Band of Paiute Indians) and the Pueblo of Zuni.

#### **ARTICLE IV – TERM OF AGREEMENT**

This Task Agreement will become effective on the date of final signature and extend through September 1, 2016.

#### **ARTICLE V – KEY OFFICIALS**

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. **For the NPS:**

Agreement Technical Representative:

Ian Hough  
Archeologist / Preservation Program Supervisor  
Grand Canyon National Park  
Science and Resource Management  
P.O. Box 129  
Grand Canyon, AZ 86023  
(928) 638-7750 (office)  
(928) 638-7755 (fax)  
Ian\_Hough@nps.gov

Awarding Officer:

Kelly Adams  
Grants Management Officer  
National Park Service  
Intermountain Region  
12795 W. Alameda Parkway  
Lakewood, CO 80228  
Phone: 303-969-2303  
Fax: 303-969-2786  
Email: Kelly\_adams@nps.gov

CPCESU Research Coordinator:

Todd Chaudhry, Ph.D.  
Research Coordinator



Colorado Plateau Cooperative Ecosystem Studies Unit  
National Park Service  
Northern Arizona University  
PO Box 15018  
Flagstaff, AZ 86011  
Phone: 928-523-6638  
Email: todd\_chaudhry@nps.gov

2. **For Recipient:**

Principal Investigator:  
Kimberly Spurr  
Supervisory Archaeologist/Bioarchaeologist  
Museum of Northern Arizona  
3101 N. Fort Valley Road  
Flagstaff, AZ 86001  
(928) 774-5211 ext. 260  
kspurr@musnaz.org

Administrative Contact:

Lynn Yeager  
Controller  
Museum of Northern Arizona  
3101 North Fort Valley Road  
Flagstaff, AZ 86001  
(928) 774-5211 ext. 253  
[lyeager@musnaz.org](mailto:lyeager@musnaz.org)

- B. **Communications** - Recipient will address any communication regarding this Agreement to the Awarding Officer with a copy also sent to the ATR. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the ATR
- C. **Changes in Key Officials** - Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any

permanent change in key officials will be made only by modification to this Agreement.

## **ARTICLE VI – AWARD AND PAYMENT**

- A. Financial Assistance: NPS will provide funding to Recipient in an amount not to exceed \$41,850.00 for the work described in Article III and in accordance with the approved budget (Attachment A). Any award beyond the current fiscal year is subject to availability of funds.
- B. Recipient shall request payment in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's ASAP system.
  2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the FA Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
  3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
  4. **Adjusting payment requests for available cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
  5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the U.S Treasury ASAP system by the FA Recipient.
  6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior Agency (NPS) approval of payments

may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Awarding Officer identified on the Assistance Agreement that a payment request has been submitted. The NPS Awarding Officer may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

## **ARTICLE VII – REPORTS AND/OR DELIVERABLES**

- A. Specific projects or activities within this agreement will be tracked and reported by quarterly submission of a SF-425 Federal Financial Report (FFR) and quarterly submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. For final the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS Awarding Officer with a copy to the NPS Agreements Technical Representative via email.
- B. An electronic version of the final report and separate abstract suitable for public distribution will be submitted by the Recipient to the ATR. The ATR will send the final report electronically to NPS’s Technical Information Center and carbon-copy the CESU Research Coordinator. Please send Catherine Kisluk at Technical Information Center (TIC) one hard copy and one digital copy of the final report and abstract. Mail the hard copy to: NPS Technical Information Center (TIC) 12795 West Alameda Parkway, Lakewood, Colorado 80228  
Attn: Catherine Kisluk and email the digital version to [catherine\\_kisluk@nps.gov](mailto:catherine_kisluk@nps.gov) and cc the CESU Research Coordinator.

If the report does not contain sensitive material, the Research Coordinator will send it to the host university for posting on the CESU website. If it does contain sensitive material, then a brief abstract must be supplied that will be posted on the CESU website.

- C. Other Reports

## ARTICLE VIII – MODIFICATION AND TERMINATION

This Task Agreement may be modified at any time, prior to the expiration date, by the mutual concurrence of the Recipient and the NPS. Modifications will be in writing, approved and signed by the NPS Awarding Officer and the Recipient's signatory official.

## ARTICLE IX – GENERAL PROVISIONS

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- a) **Administrative Requirements:**

*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*

- b) **Determination of Allowable Costs:**

*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E;*

and

- c) **Audit Requirements:**

*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*

## ARTICLE X – MINIMUM WAGES UNDER EXECUTIVE ORDER 13658(January 2015)

(a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by [Executive Order 13658](#), and

- (i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
  - (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 C.F.R. § 541](#),
  - (iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.
- (2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#).
- (3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (b) *Executive Order Minimum Wage rate.*
- (1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
- (2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
- (3) (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

- (ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.
- (iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
- (4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (7) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 C.F.R. § 10.23](#), Deductions.
- (8) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
- (9) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
- (10) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- (11) The Recipient shall follow the policies and procedures in [29 C.F.R. § 10.24](#)(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- (c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
- (i) Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;

- (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(c) are covered; and
  - (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to—
- (i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;
  - (ii) Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. § 213](#)(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
    - (A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(a).
    - (B) Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(b).
    - (C) Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. § 213](#)(a)(1) and [29 C.F.R. § part 541](#)).
  - (d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of [29 C.F.R. § 10.26](#) and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.



(h) *Disputes*. Department of Labor has set forth in [29 C.F.R. § 10.51](#), Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at [29 C.F.R. § 10](#). Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

(k) *Subawards*. The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

## **ARTICLE XI – ATTACHMENTS**

The following documents are attached and made a part of this Task Agreement:

- A. Detailed Budget
- B. SF-424s
- C. Other Attachments

## **ARTICLE XII - SIGNATURES**

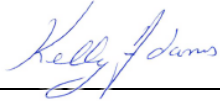
**IN WITNESS WHEREOF**, the parties hereto have executed this Task Agreement on the date(s) set forth below.

### **FOR RECIPIENT**

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

**FOR THE NATIONAL PARK SERVICE**



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Kelly Adams  
Awarding Officer

6/25/15

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Date