

Task Agreement Number P15AC00961 / ASU-79
Under
Cooperative Agreement P14AC00921
Between
The United States Department of the Interior
National Park Service
And
Arizona State University
DUNS No: 943360412
1151 South Forest Ave.
Tempe, AZ 85281

CFDA: 15.945

Project Title: Targeted Botany Blitz of Grand Canyon-Parashant National Monument

Park Unit: Grand Canyon-Parashant National Monument

PI: Walter Fertig, wfertig@asu.edu, 480-258-3300, Co-PI: Elizabeth Makings, elizabeth.makings@asu.edu, 480-965-6162

ATR: Jennifer Fox, Jennifer_fox@nps.gov, 435-688-3376

Amount of Federal Funds Obligated: \$9963.00

Total Amount of Task Agreement Award: \$9963.00

Funding source: IAA from BLM (L13PG00293)

Period of Performance: July 1, 2015-December 31, 2017

Student Involvement: Yes

Sensitive Information: Yes: final report etc. may contain sensitive data/information that should not be made publicly available

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 Arizona Board of Regents for and on behalf of Arizona State University (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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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.

Project Title: Targeted Botany Blitz of Grand Canyon-Parashant National Monument

Project Description: This project will target previously unsurveyed or poorly represented areas of Parashant for an in-depth inventory of vascular plant species. In partnership with ASU, youth/students will come to this remote area of northern Arizona and learn field sampling techniques while also learning about the rare floristic and physiographic features of the area and their analogues in other ecosystems and geographic locations. Field groups will visit the Monument during 4 trips in spring, summer and fall to inventory and observe the area. Once back at their home institution, youth will learn techniques of curation and metadata generation. The project will support two main areas of public purpose: education opportunities for youth and an expansion of natural resource knowledge. By investigating a location outside the ecosystem where their school is located, youth expand their understanding of natural processes and habitat requirements for flora, engaging them in a greater understanding of the variation and need for stewardship of our nation's ecosystems. In addition, the little scientifically-explored corner of Arizona is a prime location for researchers to expand their knowledge of the flora of the desert southwest and Colorado Plateau.

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:

Background:

Established in 2000, the 1.05 million acre Grand Canyon-Parashant National Monument is relatively un-catalogued and un-inventoried for many cultural and natural resources. Parashant represents the intersection of 2 geologic provinces, 170 soil types, 4 floristic provinces, and 9 ecoregions and spans an elevational change as the eastern Mojave Desert (1230 ft.) rises to meet the Colorado Plateau (8029 ft.).

In 2009, Parashant entered into a cooperative agreement to revise its NPSpecies database (<http://irma.nps.gov>) through a comprehensive review of recent literature, websites, and herbarium collections. Based on an examination of 3000 specimens and review of recent

literature, the vascular plant flora of the Parashant was suggested to be represented by 93 families and 966 named species, subspecies, and varieties (Fertig 2010). Targeted surveys (Hildebrand and Fertig 2012) were conducted in 2010 (CESU Task Agreement #J8230090276, SUU-18) and again in 2011 (CESU Task Agreement #J8230100233, SUU-22), resulting in 16 new species not previously recorded on Parashant. Additional herbarium and literature review netted another 87 new species, increasing the number of confirmed and reported species to 1121, an increase of 10.9%. Approximately 6% of the known native plant species at Parashant occur at the periphery of their range in Arizona or sparsely across the state. About 15% of the known native species are local or regional endemics.

Based on records from the SEINet database, there are at least 2060 vascular plant taxa known from the vicinity of Parashant in Mohave County, Arizona. Not all of the more than 900 additional taxa found in Mohave County are likely to occur in Parashant. Based on their analysis in the Phase II report, Hildebrand and Fertig (2012) estimated that about 300 additional plant species might be expected to occur in PARA based on their documented presence within 1-10 miles of the monument boundary and the presence of suitable habitat in Parashant. This target species list still needs to be annotated with information on habitat characteristics and flowering/fruitletting times to help determine the best sites and season for surveys.

The land mass of Parashant is a significant portion of Mohave County north of the Colorado River and 1/8th of the fifth largest county in the contiguous United States. As such, the many known gaps in floristic knowledge on the Monument represents a noteworthy location for the expansion of floristic knowledge for the entire state and may provide insight into species occurrences in Utah and Nevada as well.

The large number and size of sites to target and the remote nature of the Monument provides an ideal location for youth/students to learn field techniques that cross and are specific to a variety of ecosystems as well as experience a landscape they may not have encountered before. Although youth from the ASU Tempe area will have experienced to some extent the Sonoran Desert, this area will broaden their field experience to Mojave Desert and arid Colorado Plateau.

Objectives:

1. Expand the vascular plant information for northern Arizona
2. Provide a field learning environment for youth/students interested in botany and other environmental fields of study
3. Provide a practical experience for youth/students in regards to vascular plant specimen handling, identification, cataloguing and metadata generation.

Methods:

Survey Location Targeting:

Map vascular plant species (hereafter “species”) using locality information from SEINet. Once mapped, look for clusters of undocumented species near the PARA boundary and identify potential survey sites inside the monument or with comparable environmental features (soil and geologic types, vegetation, or land forms).

Map previous collection sites using other available data (such as datasets available from Parashant) not found in SEINet. Identify regions that have been overlooked or inadequately sampled. Special attention would be placed on potential survey sites in the southern region of the monument that were not surveyed during the Phase II inventory in 2010-2011.

Use map outputs to target likely locations that have been overlooked for species collection or survey. Compare list of general target locations to GIS data regarding roads, previous fire history (ex. large twice-burned areas of the monument in the Mojave Desert generally have little to no native species and generally represent a monoculture of a known invasive species) and human modifications to finalize appropriate and useful locations for survey. Combine all this into a master map of potential survey sites.

During this phase, a research permit will be requested for all aspects of this project through RPRS ([Irma.nps.gov/rprs](http://irma.nps.gov/rprs)).

Fieldwork:

Access to target sites would be primarily by four-wheel drive vehicle on designated monument roads and then on foot to specific areas away from the road network. Students would work in teams of at least two for safety reasons and be expected to cover only 1-2 miles before returning to the vehicles. Each student will be trained in proper field safety and in plant sampling techniques. Part of this training will include data collection practices in the field, where students would be expected to record geographic coordinates, list associated plants species, describe the primary vegetation, and report various environmental attributes (slope, aspect, substrate type, vegetative cover, soil moisture, elevation, and topographic position). To reduce travel costs, the student teams will camp in the backcountry. At camp, additional work will be done on pressing specimens, making preliminary identifications, recording data, and other activities related to the project.

Four trips are planned, each with 5-10 students. Prior to each trip, a backcountry travel plan will be submitted to the ATR for verification of group and dates, safety equipment and scheduling of monument-provided safety talk. Each trip is planned for 5-6 days.

Herbarium/Laboratory Work:

The final phase of the project will involve specimen and data processing back on campus. Part of the student’s participation in the project will include identifying specimens in the ASU herbarium, making labels, mounting specimens, and databasing collection

information according to NPS protocols. Students will also help with preparation of a final report summarizing the project and updating the PARA vascular plant checklist.

B. Project schedule and products:

Project Start Date – July 1, 2015
Progress Report (Mid-Year) – December 31 of 2015, 2016
Annual Report – July 1 of 2016, 2017
Investigator’s Annual Report (IAR) – December 31 of 2015, 2016, 2017
Database, Collections/Specimens, Archives, Images, and Maps provided to the NPS ATR– November 1, 2017
Draft Final Report – November 1, 2017
Final Report – December 1, 2017

Workflow specifics:

Survey Targeting Phase Initiation: July 1, 2015
Research Permit Application (including Application for Loan Agreement if ASU wishes to retain specimens): September 2015
First Fieldtrip: Fall 2015
Second Fieldtrip: Spring (March or April) 2016
Third Fieldtrip: Summer (July or August) 2016
Fourth Fieldtrip: Spring 2017
Complete catalog/database of specimens in ICMS-compatible format (Excel is preferable if not directly entered into ICMS): October 15, 2017

Maps may be submitted as pdfs, layers in ArcGIS-compatible formats. Images are preferred in TIF, though JPG is acceptable if metadata will be stripped during conversion. Specimens will include the following information on the labels: geographic coordinates, associated plant species, slope, aspect, substrate type, elevation, NPS catalog and accession numbers, specimen id, and may include: primary vegetation, vegetative cover, soil moisture, and topographic position. Final report will be in Word format.

C. Recipient agrees to:

1. Map previous plant collection sites to determine potential target locations.
2. Train students, in collaboration with NPS, in proper field safety and plant sampling techniques.
3. Conduct targeted surveys of vascular plants, with an emphasis on shoulder season collections (mid-March to late April and July to August) and off main-route areas.
4. For each flora specimen, gather information on location (including GPS coordinates), slope gradient, aspect, topographic position, soils, drainage, moisture level, canopy, elevation, community type, and associated plants.

5. Incorporate the collection and identification/curation processes into at least one learning event (for example: a component of a botany class) for students at their home institution.
 6. In collaboration with NPS, mount, label and catalog (using NPS protocols) each flora specimen to be curated.
 7. Provide a report of collections, methods and suggestions for further targeted areas and project design and a catalog of specimens detailing all information gathered (ICMS export is acceptable).
 8. Follow all necessary requirements for collection of specimens and backcountry travel on the Monument including acquiring a research permit through RPRS (Irma.nps.gov) and filing backcountry travel plans.
- D. NPS agrees to:
1. Provide oversight and assistance in site determination for fieldwork.
 2. Provide applicable Parashant-housed data for determination of appropriate collection/study sites (including databased plant locations, accessibility and safety).
 3. Conduct pre-trip safety meetings with field-going groups emphasizing the rugged nature of the Monument and operational leadership.
 4. Accompany field groups to locations and assist in logistics.
 5. Assist in data collection (as requested, to maximize transmission of stewardship principles while minimizing disruption to the group and their goals).
 6. Provide guidance and examples of NPS herbarium and cataloging protocols.
 7. If requested, provide either onsite (at Parashant office) or videoconference orientation to the Monument for students and staff.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective as of Effective Date (box 3) of the Obligation Document or the date of final signature whichever is later and extend through December 31, 2017.

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:

Jennifer Fox
Ecologist
National Park Service
Grand Canyon-Parashant National Monument/Natural Resources
345 E. Riverside Dr.
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Awarding Officer:

Kelly Adams
Grants Management Officer
National Park Service
Intermountain Region
12795 W. Alameda Parkway
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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
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Phone: 928-523-6638
Email: todd_chaudhry@nps.gov

2. **For Recipient:**

Principal Investigator:

Walter Fertig

Database Manager, Arizona State University Herbarium
Arizona State University
School of Life Sciences
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Co-Principal Investigator
Elizabeth Makings
Collections Manager, Arizona State University Herbarium
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Administrative Contact:

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Arizona State University
Office of Knowledge Enterprise Development – Operations
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Tempe, AZ 85287
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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 \$9963.00 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 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. All data collected, including maps, images, databases, spreadsheets and documents/reports (see Article III Section B for formatting and timing details) will be submitted to the ATR electronically. All specimens not retained by ASU through a Loan Agreement or destroyed will be sent to the ATR for curation. For

any products not specified in the timeline for submission, all efforts will be made to send the products to the ATR prior to final closeout.

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 (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, 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. ATR Designation Letter

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

Kelly Adams
Awarding Officer

Date