

Task Agreement Number P15AC01658 / CMU-08

Under

Cooperative Agreement P14AC00921

Between

The United States Department of the Interior

National Park Service

And

Colorado Mesa University

Grand Junction, Colorado

DUNS No: 075759837

CFDA: 15.945

Project Title: Archeological Metal Detecting Investigation Within and Around the Rosebud Battlefield State Park, Montana

Park Unit: IMR National Historic Landmarks Program. The project area is within Rosebud Battlefield National Historic Landmark, which is a Montana State Park. IMR administers the National Historic Landmarks program within an 8-state region, including Montana.

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ATR: Charles M. Haecker, Archeologist, IMR-Heritage Partnerships Program
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Amount of Federal Funds Obligated: \$8,977.00

Total Amount of Task Agreement Award: \$8,977.00

Funding source: IMR-National Register and Preservation Programs

Period of Performance: September 1, 2015-September 30, 2016

Student Involvement: Yes. One student will assist in the field work, another student will prepare artifacts for analysis.

Sensitive Information: Yes. Archeological data retrieved from this project is exempt from Freedom of Information Act. Data will be available for research conducted by professional archeologists.

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 Colorado Mesa 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in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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: Archeological Metal Detecting Within and Around the Rosebud Battlefield State Park, Montana

Project Description: This project builds on an earlier CESU project that was completed in 2015 by the National Park Service working in cooperation with Colorado Mesa University to provide assistance to the Rosebud Battlefield National Historic Landmark (NHL). In that project, approximately 150 acres of the NHL were archeologically surveyed. The intent of this new task agreement is to determine if metal objects, specifically bullets, are buried deeper than conventional metal detectors can typically reach, i.e., approximately eight inches. In cooperation with the National Park Service and Montana State Parks, Colorado Mesa University will use pulse induction metal detectors that can determine metal at depths exceeding 30 inches. The area of interest, which encompasses approximately two acres, has a colluvially deposited soil deposition, which may have resulted in deeply burying artifacts related to the Rosebud battle, which took place on June 17, 1876, and was one of the most significant battles of the Great Sioux War. Consequently, the only way to determine if battle-related artifacts are buried within this area is to use pulse induction-type metal detectors. In addition, if battle-related bullets and cartridge cases are recovered, these will be collected in order to conduct forensic analysis, which may indicate that these bullets and/or cartridge cases match with those collected from the Battle of the Little Bighorn, which took place eight days after the Battle of the Rosebud.

Public Purpose Statement: This project extends the mission of NPS beyond park boundaries, and engages the academic community, including students, in the interpretation and preservation of a nationally significant site. Through this project, CMU Professor Dr. Douglas Scott, who is an internationally acclaimed battlefield archeologist, will direct the metal detection survey within an estimated three-acre area within Rosebud Battlefield National Historic Landmark (the NHL Program is administered by NPS). Four professional archeologists and at least one undergraduate student will be assisting Dr. Scott during the fieldwork phase; an additional student will assist Dr. Scott in the preparation of recovered artifacts for analysis. This work will provide an opportunity for youth participants to learn more about NHLs and the identification and protection of our Nation's most important cultural resources. The information gathered through this project will also assist Montana Fish, Wildlife and parks in the preservation and interpretation of the National Historic Landmark, which is also a Montana State Park.

Information resulting from this project will promote greater public awareness of Rosebud Battlefield through publication that describes and interprets the archeological findings, and through presentations to the interested general public. Through these means, it is expected

that Americans are given the opportunity to learn about 19th century Indian Wars on the northern Plains, and the ethical need to protect these cultural resources for future generations.

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

ARCHEOLOGICAL METAL DETECTING INVESTIGATIONS WITHIN AND AROUND THE ROSEBUD BATTLEFIELD STATE PARK, MONTANA
Pulse Induction and Zero Voltage Transmission Metal Detector Testing in a portion of the “Gap” and Firearm Identification of Cartridge Cases and Bullets
United States Department of the Interior
National Park Service and
Colorado Mesa University

I. INTRODUCTION

This task agreement is to support additional cooperative research and education effort entered into, by and between the Department of the Interior, National Park Service (NPS) and Colorado Mesa University, Grand Junction, Colorado. An earlier survey, which was also conducted through a CESU task agreement, involved an archeological metal detection survey on approximately 150 acres of Rosebud Battlefield State Park, Montana CESU CMU-07/P14AC01670 under P14AC00921 with Colorado Mesa University. This project involves re-survey of two acres using different types of metal detectors (see below for explanation). Unless otherwise specified herein, the terms and conditions as stated in the Cooperative Agreement will apply to this Scope of Work.

STATEMENT OF WORK

A. Pulse Induction (PI) Metal Detection and Zero Voltage Transmission (ZVT) Metal Detection

This project is to allow for the use of PI and ZVT metal detectors to survey approximately two acres of the “Gap”, a saddle-like landform within the original 150-acre survey. The primary goal of this project is to collect archeological information that will meet not only the needs of professional archeological community but also educate the public regarding the Northern Plains Indian War in general and the 1876 military campaign in particular, of which the Rosebud and Little Bighorn battles are associated.

The intent of the metal detection is to determine if metal objects, specifically bullets are buried deeper than conventional (VLF or very low frequency) metal detectors can reach. The “Gap” area was covered in detail during the May 2015 field inventory effort, but little was found due to the heavy grass mat and previously agriculturally modified soils. VLF machines can reach a depth of 25 to 35 cm. The grass mat prevented detectors from placing the coil on the ground surface causing the loss of at least 10 cm of coverage depth. PI and ZVT machines can reach depths up to 1 meter thus ensuring that deeply buried metal items, such as bullets can be found. Survey of the approximately two acre area will involve the use of PI and ZVT metal detectors operated by experienced professional archeologists. The metal detecting technique will entail placement of a series of parallel and evenly spaced transects, each transect measuring no more than 5 meters wide. Optional secondary transects, with a perpendicular orientation may be employed as well, as a crosscheck against possible bias introduced by consistent sampling in only one direction.

Upon receiving a positive signal, a metal detector operator will place a pin flag at that location and continue surveying. A metal detector and excavator team(s) will excavate selected targets. Excavation of a targeted artifact typically requires excavation of a hole that is approximately 30 to 50 cm in diameter. Excavation will involve using a conventional-sized shovel and trowel to ensure careful exposure of an *in situ* artifact and cleaning the walls of the hole. The intent is to limit ground disturbance sufficient to expose and recover the targeted artifact. Another team member will record each flagged location using a decimeter accurate GPS unit to provide the required (sub-meter) level of location fidelity.

Excavation will cease immediately if inadvertent discovery of human remains should occur and all policy and regulatory requirements, including consultation with culturally affiliated tribes, will be followed. Non-metallic objects may be uncovered during the process of excavating the targeted metallic artifact. In such a situation, non-metallic objects either will be recorded and re-buried or collected based on criteria noted above.

An artifact will be collected only if it provides information that is diagnostic of a particular chronological period or ethnic group, or is sufficiently unusual to merit additional research or curatorial preservation. Non-collected artifacts will be photographed and measured in the field as appropriate.

As owner and manager of Rosebud Battlefield State Park, Montana Fish, Wildlife and Parks is the lead agency for this project. Dr. Sara Scott, Parks Archeologist, will be conducted Section 106 compliance in consultation with the Montana State Historic Preservation Office.

B. Firearm Identification analysis of collected cartridge cases and bullets

The second part of this project includes detailed firearm identification to determine caliber, type of weapon in which a cartridge case or bullet was fired, microscopic examination of cartridge case to determine the minimum number of individual weapons represented, and

a comparison of the finding to the earlier University of Montana collection and a comparison to the Little Bighorn collection to determine if any fired cartridge cases match to any of the earlier UM collection or the Little Bighorn collection.

The initial analysis of the current collection will require the identification of class characteristics, and the sorting of artifacts into like groups. A low power hand lens, a compound binocular microscope, or an American Optical Universal Comparison microscope (10-40x) will be used to identify class characteristics. This will involve handling each artifact to determine the presence or absence of tool marks (e.g. mold marks, rifling marks, etc.). Weights and diameters of the bullets will be taken with a digital scale and digital micrometer. Weight will be noted in grams and grains, and diameter to the nearest thousandth of an inch. Metric measurements will be recorded if desired. The identification of bullet class characteristics will be aided by a comparative collection of bore molds from a variety of firearms. Generally lead bullets oxidize and in the process lose some of the unique details that allow detailed analysis for individual characteristics to be accomplished.

Likewise cartridge cases will be sorted based on caliber, firing pin shape and depth and extractor and ejector characteristics, into groups representing weapon types. Once class characteristic are established for the cartridge case collection they will be subjected to microscopic examination to determine individual characteristics and each cartridge case in a class group will be microscopically compared to the others in that class group to determine the minimum number of firearms represented and if any give cartridge case matches to any other cartridge case in that class group.

Observations on both bullet and cartridge cases will be made to ascertain if evidence is present that is consistent with jamming, damaged or fouled guns, or other non-normal firearms use. These observations will be included in the report and in the database submitted at the conclusion of the work.

Once individual characteristic analysis is completed on the cartridge cases additional analytical steps will be undertaken. The cartridge cases will be compared to the University of Montana Rosebud Battlefield collection and the Little Bighorn cartridge case casts assemblage to determine if any of the firearms represented by the UM Rosebud assemblage were also used in that inventory area as well as at the Battle of the Little Bighorn.

Silicon based molds will be made of each cartridge case and bullet from the burn area collection. Two casts of each will also be made in resin based material.

Data, notes, molds, and casts will be provided at the end of the project along with the final report as a matter of record.

III. RESPONSIBILITIES

A. The Cooperator

The Cooperator will per the original Scope of Work

- be responsible for all phases of the work and will be accountable for the accuracy and professional quality of the fieldwork;
- produce the final report and all requirements for the databases and archival/curatorial needs;
- meet all personnel requirements necessary to carry out archeological investigations on federal lands, including personnel requirements listed under the Secretary of Interior Standards for Archeology and Historical Preservation;
- provide all equipment necessary for the completion of the fieldwork, analysis, and report preparation; and
- meet the Secretary of Interior Standards, Guidelines, and Qualifications for work on federal lands.

B. The NPS

The NPS-Heritage Partnerships Program (IMRO) archeologist, Charles Haecker, will be the Agreements Technical Representative (ATR) for this project. Mr. Haecker will

- act as primary contact for local, NPS, professional archeologists who are interested in volunteering their time and considerable expertise to this project;
- contribute his own expertise in the application of various remote sensing techniques slated for this project;
- assist in the analysis of artifacts discovered as a result of this project; and
- review the draft final report; and
- be on-site and participate as project consultant during the fieldwork phase of the project.

The Rosebud state park's facilities management and law enforcement staff will provide logistical support to the cooperator to insure a safe and accessible work environment. Park staff will work and interact with the cooperator as their schedules allow, providing the cooperator and NPS the opportunity to increase their knowledge of the NHL resources, archeological processes, and resource significance.

III. DELIVERABLES

Report

Upon completion of the fieldwork, the cooperator shall analyze and interpret the data acquired during the testing and presents the results in a report of publishable quality, meeting professional standards.

The report format shall include:

Title Page

Table of Contents
List of Figures and Tables
Abstract
Introduction
Culture History (emphasizing periods relevant to the project in question)
Previous Research
Research Design
Field Methods
Excavation and Documentation Results
Artifact Analysis
Project Findings
Management Summary and Recommendations
References Cited
Appendices (e.g., FS Log, Artifact Analyses Tables, Maps, etc.)

Project Documentation

- 1) Two hard copies and one digital copy of a Draft Final Report for review by Montana Fish, Wildlife and Parks.
- 2) One digital copy of the Draft Final Report for review by the ATR (Haecker)
- 3) Four bound copies, one archival unbound copy, and one archival electronic copy (CD) of Final Report (.pdf format).
- 4) All photo documentation generated by project. This includes a complete set of photos in digital format (.tiff) with supporting photo logs, and two sets of 4 x 6 hard copy printed photos:
 - One set, for archives, should be labeled with project accession number and photo number and sleeved in 4 x 6 Print File Archival Preservers, Style No. 46-6P, one photo per pocket.
 - One set, for CRM office files, labeled with project accession number, site number, photo number, and brief description. The photos should be sleeved in 4 x 6 Print File Archival Preservers, Style No. 46-6P, inserting two photos, back to back, per pocket.
- 5) Hard copies of all original and, if applicable, finalized, field documentation (FS logs, test unit recording forms, plan views, profiles, etc.)
- 6) Three extra copies of any oversized project area base maps and graphics produced by the project, as appropriate.
- 7) Final list/database of all collected artifacts incorporating the data fields necessary for curation.
- 8) All materials generated for this task agreement including, but not limited to, all field documentation forms, maps, stratigraphic profiles and plan views, artifact recording forms, analysis forms, drawings, GPS logs, negatives, photograph logs, computer analysis forms, GIS data and associated metadata, and any other computer databases generated in digital format – will be submitted with final report.

Disposition of Collections and Project Documentation

All materials and data produced by the cooperators in performance of this task agreement, or in work in support thereof, are, and shall be, the sole property of the Rosebud Battlefield State Park and the state of Montana. All materials shall be turned over to the park or a designated repository at the same time the completed final report is submitted. These materials include, but are not limited to, the following items: field notes, outlines, abstracts, copies, microfilm, CDs, files, graphics (including maps, sketches, charts, tables, and related overlays), photography (digital images, and microfiche), collected artifacts, and data sheets.

Artifacts

All artifacts and specimens collected during this project, as well as their derivatives and by-products, remain the property of Rosebud Battlefield State Park and the state of Montana. Collected specimens that are to be permanently retained and bear labels containing accession and catalog numbers as required by the park. Artifacts will be processed and labeled in accordance with the guidelines outlined in Curatorial Requirements for Collectors of Archeological Collections. All artifacts will be submitted to the park curator along with the project documentation and final report.

ARTICLE IV--TERM OF AGREEMENT

This project agreement will become effective on September 1, 2015 and extend through September 30, 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:
Charles M. Haecker, Archeologist
National Park Service
Heritage Partnerships Program
PO Box 728
Santa Fe, NM 87504
505-988-6757
FAX 505-986-5202
charles_haecker@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: Dr. Douglas D. Scott
Visiting Research Scientist
Department of Social and Behavioral Sciences
Colorado Mesa University 81506
Grand Junction, Colorado
402-429-3268
ddscott@coloradomesa.edu

Administrative Contact:

Cindy Lueb, Director
Office of Sponsored Programs
Colorado Mesa University
1100 North Ave.
Grand Junction, CO 81501-3122
970-248-1424
clueb@coloradomesa.edu

- 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 \$8977.00 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--SCHEDULE OF 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) 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. NOTE: Financial reports & Performance reports can be quarterly, semi-annually or annually (Awarding Officer discretion – adjust accordingly); however, quarterly is the recommended default due to the transition to ASAP for payments and the increased focus on monitoring.
- C. 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.

September 1, 2015: Project start date

As weather permits: Initiation of fieldwork

November 31, 2015: Completion of fieldwork

January 31, 2016: Submit draft report to NPS for review

February 29, 2016: NPS review and return draft report to UNL

May 1, 2016: Submit final report

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

8/26/15

Date