

Task Agreement Number P17AC00995
Under
Master Cooperative Agreement P17AC001054
Between
The United States Department of the Interior
National Park Service
And
Colorado Mesa University
1100 North Avenue
Grand Junction, Colorado 81501
DUNS No: 075759837

CFDA: 15.945

Project Title: Rosebud Battlefield NHL State Park Fire Line and Fire Break Archeological Assessment

Park Unit: NPS-IMR Heritage Partnerships Program (HPP).

PI: Douglas D. Scott, Ph.D., Phone: 402-429-3268, Email: ddscott@coloradomesa.edu

ATR: Skylar Bauer, Archeologist, NPS-IMR Heritage Partnerships Program

Phone: 303 969-2842, Email: skylar_bauer@nps.gov

Amount of Federal Funds Obligated: \$12,352

Total Amount of Task Agreement Award: \$12,352

Funding source: NPS-IMR Heritage Partnerships Programs

Period of Performance: June 21, 2017-December 31, 2018

Student Involvement: Yes

Sensitive Information: Yes

ARTICLE I – BACKGROUND AND OBJECTIVES

Cooperative Agreement Number P17AC01054 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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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: Rosebud Battlefield NHL State Park Fire Line and Fire Break
Archeological Assessment

Project Description:

This project builds on earlier CESU projects (i.e. CMU-7, CMU-08) that were completed in 2015 and 2016 by the National Park Service working in cooperation with Colorado Mesa University (CMU) to provide assistance to the Rosebud Battlefield National Historic Landmark (NHL). The project area is within Rosebud Battlefield NHL, which is a Montana State Park. IMR Heritage Partnerships Program administers the National Historic Landmarks program within an eight-state region, including Montana. In the 2015 project, approximately 150 acres impacted by wildfire in the NHL were archeologically surveyed, and in 2016, another survey in the NHL assessed if metal objects, specifically bullets, are buried deeper than conventional metal detectors can typically reach. The intent of this new task agreement is to conduct a fire line and fire break survey. Through visual inventory and metal detection survey, CMU will collect and analyze data on artifacts and their spatial patterns that will be used to create a GIS-based set of maps identifying culturally-sensitive as well as non-cultural areas for fire management purposes. A final report of the investigation will be completed. This information will be valuable to the understanding of the diversity and complexity of the archeological, and in particular battle, resources at Rosebud Battlefield NHL. The information will also guide where Montana State Parks places fire lines and breaks in the event of another serious wildfire with the NHL.

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. This project is a partnership between Montana State Parks and CMU, Grand Junction. Student interns will assist Dr. Scott and Dr. John Seebach (CMU) during the fieldwork phase. 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.

ARTICLE II – LEGAL AUTHORITY

54 U.S.C. §100703, Cooperative Study Units.

ARTICLE III – STATEMENT OF WORK

A. Statement of work:

Background: The Great Sioux War was the last major struggle between European American settlers and Native Americans. Fought on June 17, 1876, the Battle of the Rosebud (24BH2461) was one of the largest engagements fought between the United States Army and Native American forces. The Battle of Rosebud was a defeat for General George Crook and the U.S. Army by Lakota and Cheyenne warriors. Many mistakes were made during the battle by the Army, which in turn gave the Sioux and Cheyenne the confidence and the battle born experience to defeat Custer a week later at the Battle of the Little Bighorn. Previous relic collecting as well as professional archaeological investigations definitively demonstrate the patterned presence of physical evidence related to the 1876 fight. Creating fire lines and fire breaks to control on-going wildfires has the potential to disturb the archaeological artifact locations and associated patterns and context. This project is intended to assess the potential effect of fire line and fire break construction using visual inventory and metal detecting to identify areas to avoid or mitigate if avoidance is not possible.

Objectives and Methods: 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. In 2013, Rosebud Battlefield State Park experienced a wildfire in 2013 that impacted 150 acres. A cooperative approach carried out by CMU, NPS, and Montana State Parks studied the effect of the wild fire on the artifacts associated with the 1876 battle through CESU CMU-07/P14AC01670. Additional fieldwork that employed pulse induction and zero voltage transmission metal detectors in select areas was funded in a separate CESU grant, CMU-08/P1501658.

The purpose of this new task agreement is to 1) document the extent of burned mammal bone previously identified near the NHL's buffalo jump site and 2) conduct an archeological survey that will guide where the site steward should place fire line and fire breaks in the event of another serious wildfire within the NHL. Using data collected in the field, the crew will analyze artifact and site patterns, create a GIS-based set of maps to identify sensitive as well as non-cultural areas for fire management purposes, and complete a report of investigation. The resultant information of the archeological survey will more precisely delineate the boundaries of artifact concentrations, and perhaps indicate discrete clusters or patterns in both the prehistoric and historic archaeological record at Rosebud.

Survey of the area will involve visual inventory and the use of metal detectors, which will be operated by experienced professional archeologists and by students. The metal detecting technique will entail placement of a series of parallel and evenly spaced transects aligned to conform with proposed fire line boundaries. 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. 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.

Documentation of the faunal remains will determine the extent of the mammal bone scatter and condition outside the protective fence. Conducted in accordance with the Secretary of Interior's *Standards*, this documentation will provide additional information regarding the sensitivity of the area to potential disturbance should fire lines or breaks be required in the future.

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 conducting Section 106 compliance with NPS in consultation with the Montana State Historic Preservation Office. 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.

- B. Project schedule and products:
- Start Date: June 21, 2017
 - Fieldwork Scheduled: Spring 2018
 - Submittal of Annual SF425 FFR: July 30, 2018
 - Draft Final Report to NPS: Fall/Winter 2018
 - Final Report Due to NPS (see Deliverables for details): Three weeks after NPS submits comments on Draft Final Report
 - End Date: December 31, 2018
 - Final SF425 FFR must be submitted within 90 days of project end date.
- C. CMU agrees to provide NPS-Heritage Partnerships Program:

- One digital copy in Word format of the Draft Final Report for review by NPS-Heritage Partnerships Program.
- One bound and one electronic copy of the Final Report (.pdf format).
- Final list/database of all collected artifacts with appropriate data fields.
- Photo documentation generated by the project. This includes photos in digital format (.tif) with supporting photo logs. Each photo will be labeled with project accession number and photo number, and a brief description.
- All materials generated by this Task Agreement submitted with the Final Report.

D. NPS agrees to:

- Participate and collaborate jointly with CMU in carrying out this scope of work.
- Assist CMU during the 2018 fieldwork session and assess whether or not Secretary of Interior's *Standards* are being met.
- Review and approve one stage of work before the next stage can begin.
- Ensure that the final report meets Secretary of Interior's *Standards*.
- Incorporate any archeological data with existing Rosebud Battlefield NHL research files.
- Update CP-CESU regarding project progress and any issues of concern in a timely fashion.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on the date of final signature and extend through December 31, 2018.

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:

Skylar Bauer
Archeologist
National Park Service
Intermountain Regional Office
12795 West Alameda Pkwy
Lakewood, CO 80228
Phone: (303) 969-2842
Fax: (303) 987-6675
Email: Skylar_Bauer@nps.gov

Awarding Officer:

Tina Holland
Financial Assistance Agreements Officer
National Park Service
Northern Rockies Major Acquisition Buying Office
P.O Box 168, 22 Stable Street
Yellowstone National Park, WY 82190
Phone: 303.969.2796
Fax: 303.969.2786
Email: tina_holland@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:

Douglas Scott, PhD
Visiting Research Scientist
Colorado Mesa University
1100 North Ave.
Grand Junction, CO 81501
Phone: 402-429-3268
Email: ddscott@coloradomesa.edu

Administrative Contact:

Tracy Mundy
Grants Specialist
Office of Sponsored Programs and Academic Research
Colorado Mesa University
1100 North St.
Grand Junction, CO 81501
Phone: 970-24-1943

Email: tmundy@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 \$12,352.00 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 annual submission of a SF-425 Federal Financial Report (FFR) and annual 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 including a cc to todd_chaudhry@nps.gov and
cpcesu@nau.edu.

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. CMU will submit to NPS one digital copy in Word format of the Final Report for the 2018 field season. The ATR, Skylar Bauer, will have the opportunity to review the report. Once finalized, CMU will provide one bound copy and one archival electronic copy of the Final Report (.pdf format) to NPS. Accompanied with this final report will be:
- a. Final list/database of all collected artifacts with appropriate data fields.
 - b. Photo documentation generated by the project. This includes photos in digital format (.tif) with supporting photo logs. Each photo will be labeled with project accession number and photo number, and a brief description.
 - c. All materials generated by this Task Agreement.

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 AND SPECIAL PROVISIONS

A. 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.

2. 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 \$10.20 per hour beginning January 1, 2017.

(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 X – ATTACHMENTS

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

- A. Detailed Budget
- B. SF-424s

ARTICLE XI – SIGNATURES

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

FOR RECIPIENT



Tim Foster
President

7/27/2017
Date

FOR THE NATIONAL PARK SERVICE

Tina Holland

Tina Holland
Awarding Officer

July 27, 2017
Date