

Task Agreement Number P17AC01150
Under
Cooperative Agreement P17AC01147
Between
The United States Department of the Interior
National Park Service
And
Colorado Mesa University
DUNS No: 07-575-9837
1100 North Avenue
Grand Junction, Colorado 81501

CFDA: 15.945

Project Title: Pine Springs Buffalo Soldier Camp Archaeological Overview and Assessment and Management Plan

Park Unit: Guadalupe Mountains National Park (GUMO)

PI: Douglas D. Scott, PhD, RPA; ddscott@coloradomesa.edu; cell phone: 402-429-3268

ATR: Mike Medrano, mike_medrano@nps.gov 915-828-3251 x 2400

Amount of Federal Funds Obligated: \$62,198.70

Total Amount of Task Agreement Award: \$62,198.70

Funding source: CRPP funds

Period of Performance: August 15, 2017 – May 31, 2020

Student Involvement: Yes

Sensitive Information: No

ARTICLE I – BACKGROUND AND OBJECTIVES

Cooperative Agreement Number P17AC01147 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.

Pine Springs Buffalo Soldier Camp Archaeological Overview and Assessment and Management Plan

The Project will create an archeological overview, assessment, and management plan for sites in Guadalupe Mountains National Park (GUMO) associated with the US Army Buffalo Soldiers in the late nineteenth century. The sites were listed on the National Register of Historic Places in 2014 as part of the Butterfield Overland Mail Route Corridor. Previous archeological investigations have determined the internal layout of the approximately 60-acre 1870s era army camp established and used by African American soldiers (Buffalo Soldiers) and may represent at least three separate

encampment and actions. Pine Springs also has archeological evidence of Apache occupation of the encampment area, likely used when the military periodically abandoned the site. The goal of the archeological overview, assessment and management plan is to reassess the collected archeological data, create GIS-based layers noting the extent of archeological efforts, define site boundaries, note artifact distributions, and reassess relative to historic documentation of army operations against the Apache and in terms of African American soldier performance in the Apache campaigns. This project will also suggest a management plan for the site and recommend methods and means of site protection and interpretation.

The project engages recipients and partners in shared environmental stewardship. The project promotes greater public and private participation in historic preservation programs and activities and builds resource stewardship ethics in its participants. The information, products and services identified and developed by this project will be shared through a variety of strategies to increase public awareness, knowledge and support for historic preservation and stewardship of the nation's cultural and historical heritage. The principal purpose of the project is to support the Government's objective to provide opportunities for youth to learn about the environment by spending time working on projects in National Parks. The NPS receives the indirect benefit of completing conservation projects. The project motivates its youth participants to become involved in the cultural resource protection of their communities and beyond. Students gain "real world" or hands-on experience outside of the classroom of cultural resource projects. The scientific community and researchers external to NPS gain by new knowledge provided through research and related results dissemination of natural, cultural and historical resource information.

ARTICLE II – LEGAL AUTHORITY

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

ARTICLE III – STATEMENT OF WORK

A. Statement of work:

In 1867 9th Cavalry Commander Lt. Col. Colonel Wesley Merritt identified Pine Springs as an ideal place to establish a base camp, where water and forage could support cavalry patrolling the Guadalupe Mountains region. Accordingly, Pine Springs was utilized by the military albeit on an occasional basis. In 1878 10th Cavalry commander Colonel Benjamin Grierson established a network of watered base camps that included Pine Springs. A continuous military presence at each of these camps prevented Apaches from obtaining the natural resources now exploited by the military at these locales; at the same time, hard-hitting cavalry units kept the Apaches constantly on the move. Pine Springs saw its most intensive use in 1878-1880, during the Victorio War campaign. During this campaign cavalry units from Pine Springs searched for signs of Apaches within the

Guadalupe Mountains; if discovered the Apaches were attacked or forced to abandon this once-safe stronghold. With the surrender of Geronimo's band and the end of the Apache campaigns the Army abandoned Pine Springs in 1886.

During the summers of 2004-2006 an archeology field school, co-directed by Howard University-Anthropology Dept. and NPS, investigated Pine Springs. That effort determined the internal layout of the approximately 60-acre camp. Recorded features include a linear patterning of rock-lined hearths with associated tent pad clearings, a wagon park, a segment of wagon road, livestock corral, picket stations, and trash dumps. General artifact scatters provide additional insight regarding the troopers' day-to-day activities, e.g., food preparation and consumption around mess unit hearths, farrier activities near the corral, maintenance of the springs, and distribution of supplies. At least three separate military encampments have been identified, with each encampment probably representing chronologically distinct military operations within an estimated 15-year period. Pine Springs also holds evidence of Apache reoccupation of the army encampment when the military periodically abandoned it; and widespread scatterings of dropped and spent munitions suggest at least one military-Apache firefight took place here prior to the establishment of a semi-permanent camp in 1878.

Archeological evidence recovered to date also has demonstrated interpretive value in conveying an untold story regarding how these soldiers operated when on campaign.

The goal of this project is to develop an archeological overview and assessment of the work to date at the Pine Springs camp and site area. The effort will document the history of the archeological investigations of the site, assess those efforts, recommend potential additional investigations if appropriate, and make recommendations for site management and interpretations. This effort will follow National Park Service guidelines that define an archeological overview and assessment as the fundamental component of a park's, or in this case a site area, archeological resources management program.

The previously collected archaeological data, to include notes, photographs, maps, reports, and other documentation will be assessed to determine completeness and accuracy in interpretation. Remapping the Pine Springs site area using Total Station equipment and supplied drone capabilities (if available and approved NPS policy) will be a major goal of the project. The field reassessment will employ students from the Colorado Mesa University in a joint training and data collection reanalysis effort. Data from the remapping effort will be combined with the previously collected data to create a multi-layered GIS-based map. The GIS effort will employ at least one CMU student supervised by the PI and a professor of Geography/GIS to ensure quality control.

The reassessed documentation and GIS-based map will be used to develop a narrative of the role of Buffalo Soldiers in the context of the Pine Springs camp as a force projection station. This work will be done within the context of previously developed multiple property determination (Conflict and Warfare in the North and South Platte Valleys of Nebraska, 1864-1865) which has direct applicability to the Indian Wars era (1866-1890)

and to the camp at Pine Springs. The reassessment of the historical and archeological data relative to the Pine Springs camp will also include placing the camp and its occupants in context relevant to other Buffalo Soldier archeological investigations at camps, fort, battlefields, and other sites in the Trans-Mississippi West.

The compiled archeological data will then be assessed in terms of the National Register of Historic Places listing. Revisions to the NRHP nomination may be recommended and appropriate text and graphics will be provided as part of the project deliverables.

The final report will also include recommendations for management proscriptions for the Pine Springs site area. These recommendations will endeavor to identify means of public interpretation of the site that will have the least possible ground impact. The recommendations will include suggestions for protection of the site from vegetation root damage, erosion, fire, and other natural and human caused factors.

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

Within 90 days of agreement authorization begin assembling all available previously collected data, to include reports, notes, photographs, maps, and other relevant documents in paper and electronic form;

Within 120 days of project start visit Guadalupe Mountains National Park and Fort Davis National Historic Site to revisit and obtain copies of relevant historic archival information on Pine Springs camp.

Between 90 and 120 days of project start visit National Archives to obtain relevant historic archival data not held by Fort Davis National Historic Site or other NPS sites.

At a mutually agreed to date, but within 1 year of project start, pending appropriate approvals and availability, conduct drone remapping of the Pine Springs camp and relevant area.

At a mutually agreed to date, but within 1 year of project start, employing appropriately supervised CMU student archeologists remap, re-photograph, and re-document as necessary, the surface features of the Pine Springs camp in concert with NPS using a Total Station Transit at a high-resolution scale.

Upon completion of the field re-documentation compile GIS-base map with multiple layer to denote such elements as individual artifact locations, artifact scatters, culture features, culturally modified landscape, topography, drainage features, and other relevant natural and culture elements. The final electronic files will include layers for interpretation of the Pine Springs camp site and management recommendations. All layers will have metadata created to NPS standards. The GIS-base mapping effort will be

on-going throughout the length of the project. Draft maps and layers will be periodically provided to NPS for review and comment.

Between 1 year after project start and 3 months from the project end date a draft final report will be provided to NPS for review and comment. The draft report will include as appropriate:

- Title Page
- Table of Contents
- List of Figures and Tables
- Abstract
- Introduction
- Previous Research
- Research Design
- Field Methods
- Excavation and Documentation Results
- Artifact Analysis as appropriate
- Project Findings
- Management Summary and Recommendations
- References Cited
- Appendices (e.g., FS Log, Artifact Analyses Tables, Maps, etc.)

In addition, the draft final GIS-based map and documentation will be provided for review and comment.

NPS will have 60 days to review and comment on the report and GIS map efforts.

CMU will revise the report and GIS map based on the comments received within 30 days and conduct a final edit. CMU will then provide hard and electronic copies of the report as required. CMU will also provide electronic copies of relevant support documentation and the GIS shape files to NPS by the project completion date in fulfillment of the CESU agreement.

If 2018 project funding is available, a second phase of the project may be added to increase field work and research time. This additional phase may correspond to any drone efforts in partnership with and based on approval by the park management. Drone work is subject to availability and NPS approvals.

C. Recipient agrees to:

- 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.

D. NPS agrees to:

- Act as primary contact for the park and project activities;
- provide all available documentation, notes, photographs and other records to the cooperator;
- assist in the training of university students;
- pending approval and availability, provide drone mapping capabilities and resulting data files;
- review the draft final report; and
- be on-site and participate as project consultant during the fieldwork phase of the project.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on August 15, 2017 and extend through May 31, 2020.

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:

Michael F. Medrano, PhD
Chief, Division of Resource Stewardship & Science
National Park Service
Guadalupe Mountains National Park
400 Pine Canyon Drive
Salt Flat, TX 79847
Office: (915) 828-3251 x 2400
Cell: (432) 853-0359
Fax: (915) 828-3269
Email: mike_medrano@nps.gov

Technical Expert:

Jacquelin St. Clair
Acting IMR Regional Archeologist
National Park Service
IMR – Santa Fe
1100 Old Santa Fe Trail
Santa Fe, NM 87505
505-988-6751
jacquelin_st_clair@nps.gov

Julie McGilvray
Historical Landscape Architect
National Park Service
IMR – Santa Fe
1100 Old Santa Fe Trail
Santa Fe, NM 87505
(505) 988-6730
Julie_mcgilvray@nps.gov

Awarding Officer:

Katie Gaertner
Grants Management Specialist
National Park Service
Intermountain Region
12795 W. Alameda Parkway
Lakewood, CO 80228
Phone: (303) 969-2909
Email: katie_gaertner@nps.gov

CESU Research Coordinator:

Todd Chaudhry
Research Coordinator
Colorado Plateau Cooperative Ecosystem Studies Unit (CPCESU)
National Park Service- Intermountain Region
Adjunct Faculty
Northern Arizona University
School of Forestry
P.O. Box 15018
200 East Pine Knoll Drive
Flagstaff, AZ 86011
Phone: 928-523-6638
Email: todd_chaudhry@nps.gov

2. **For Recipient:**

Principal Investigator:

Douglas D. Scott
Visiting Research Scientist
Colorado Mesa University
Social and Behavioral Sciences
1100 North Street
Grand Junction, Colorado 81501
Phone Cell – 402-429-3268
Email ddscott@coloradomesa.edu

Administrative Contact:

Tracy Mundy
Grants Specialist
Colorado Mesa University
Sponsored Programs and Academic Research
1100 North Ave.
Grand Junction, CO 81501
Phone 970-248-1943
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 \$62,198.70 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: 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 at fa-imr@nps.gov 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. Detail other reports/items as described in the statement of work. Please note: FA is effort based not deliverable based and payment should not be contingent on the receipt of items other than OMB FA regulation/guidance required reports.

ARTICLE VIII – MODIFICATION AND TERMINATION

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

ARTICLE IX – GENERAL PROVISIONS

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

a) **Administrative Requirements:**

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

b) **Determination of Allowable Costs:**

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

and

c) **Audit Requirements:**

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

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

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

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

“Worker”—

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

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 C.F.R. § 541](#),

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (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 Memo

ARTICLE X - SIGNATURES

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

FOR RECIPIENT




Name Tim Foster
Title President

8/1/2017

Date

FOR THE NATIONAL PARK SERVICE



Katie Gaertner
Awarding Officer

July 31, 2017

Date