

Task Agreement Number P15AC01038 / NAU-461

Under

Cooperative Agreement P14AC00921

Between

The United States Department of the Interior

National Park Service

And

Northern Arizona University

DUNS No: 80-634-5542

P.O. Box 15200

Flagstaff, AZ 86011-5200

CFDA: 15.945

Project Title: Grand Canyon National Park Virtual Museum Exhibits

Park Unit: Grand Canyon National Park

PI: Dr. Christian E. Downum, chris.downum@nau.edu, (928) 523-6275

ATR: Ellen Brennan, ellen_brennan@nps.gov, (928) 638-7742

Amount of Federal Funds Obligated: \$18,000.00

Total Amount of Task Agreement Award: \$18,000.00

Funding source: Donation from the Grand Canyon Association

Period of Performance: July 1, 2015-December 30, 2016

Student Involvement: YES

Sensitive Information: NO

ARTICLE I – BACKGROUND AND OBJECTIVES

Cooperative Agreement Number P14AC00921 was entered into by and between the Department of the Interior, National Park Service, (NPS), and **Northern Arizona 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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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: Grand Canyon National Park Virtual Museum Exhibits

Virtual museums, digital collections of artifacts, historic photographs, and other cultural resource types, make park resources accessible to diverse audiences for educational purposes and can inspire stewardship of our park and its resources. Traditional museum collections are under-utilized and not readily accessible to publics. By partnering with the Northern Arizona University Department of Anthropology, select Grand Canyon collections and historic structures and objects will be included in the American Southwest Virtual Museum. The website (<http://swvirtualmuseum.nau.edu/>) currently contains collections from Park Service areas across the Southwest. The virtual collection will enhance learning and appreciation of the Canyon's unique cultural heritage by making it available to a global audience through the internet.

This project will support one of the park's Primary Interpretive Themes:
"Grand Canyon remains a homeland and a sacred place to a number of American Indian cultures, a point of emergence to some, offering us an opportunity to consider the powerful and spiritual ties between people and place."

In addition, the proposed project also achieves the goals of sharing cultural resources with the public as outlined in NPS Director's Order 28, "Cultural Resource Management Guidelines":

"A primary responsibility of the National Park Service is to identify, protect, and share the cultural resources under its jurisdiction. The work inherent in this endeavor is varied and challenging. First, there must be systematic, open-minded study by archeologists, historians, and other specialists to locate resources and to discover or substantiate their significance. Second, considerable thought must be given to the problem of simultaneously protecting park resources and making them available to the public. (NPS-28, Chapter 1)."

By making many cultural resource materials available to be seen by a global audience, this project enhances public understanding of the park's extensive cultural history and its strong ties to local Native American tribes. The website can be used by schools and other educational institutions as well as by those who want to learn more about the vast extent of the human experience at Grand Canyon.

ARTICLE II – LEGAL AUTHORITY

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

ARTICLE III – STATEMENT OF WORK

- A. Statement of work: The purpose of this project is to develop virtual museum exhibits to be housed under Grand Canyon National Park pages on the American Southwestern Virtual Museum developed and managed by Northern Arizona University. Artifacts and objects included in the virtual exhibits will be based on Grand Canyon interpretive themes including human history, inspiration, water, geology, and biology.

Specific collections that are deemed priorities for inclusion on the virtual museum site are:

Historic River Exploration/River Running:

- Between 6 and 8 photographs showing the historic boats in the Grand Canyon museum collection.
- A minimum of two photographs of the Nellie Powell (consisting of a piece of John Wesley Powell's boat the Nellie Powell)
- Photographs of John Wesley Powell's pocket watch. Enough photographs for a 360 degree view of the watch (from his second expedition on the Colorado River)
- Between 5 and 6 photos depicting the Walter Clemet Powell's diaries and contents.
- Between 8 and 10 photographs of artifacts related to river running history, such as cork vests, the first plaque showing the separation of three of Powell's crew at Separation Canyon during his first Colorado River exploration trip.
- Information about early river runners from 'These Boats Will Talk' brochure (NPS will provide).
- 4 photographs each of three or four of the Kolb brothers early cameras.

Native American History:

- 4 photographs of an historic Havasupai burden basket (360 view).

Historic Buildings:

- Desert View Watchtower virtual tour, some exterior views, but the focus of the tour should be the interior so those with accessibility issues can see the tower and the murals created by Fred Kabotie. Link tour to the Mary Jane Colter DV Watchtower bus driver's guide.

Quaternary:

- 4 photographs of a Giant Ground Sloth skull (360 view)
- 2 photographs of ground sloth dung
- 4 photographs of a Harrington's Mountain Goat skull (360 view)
- 4 photographs of a Vampire Bat skull (360 view)

Minerals and Mining:

- Between 10 and 12 photographs of mineral specimens (including Granviewite).
- Between 4 and 6 photographs of artifacts associated with mining (may include notes, caches, and claim markers).

National Park Service:

- Between 8 and 10 photographs of artifacts associated with the National Park Service (may include uniforms, flat hats, diaries, work logs, and graves).
- Between 8 and 10 photographs of artifacts associated with Concessioners in the park (may include historic travel brochures, postcards, photographs of early park tourist facilities, furnishings, constructions, and modes of transportation)

If funding is available to support additions to the virtual museum the recipient may select from the following:

Human History Path

- Archeology, including
 - text, excerpted from the panels on the Kolb archaeology exhibit (NPS to provide PDF's of all the panels developed for the archaeology exhibit)
 - photos of artifacts including split twigs, pots, tools (10-20 photographs for images the recipient has already captured)
 - 360 views, of pottery and split twigs (3-4 360 views as provided by the NPS)
- Modern Day Native American Connections, including
 - Ethnology photos- baskets, kachina dolls (4 to 6 photographs)
- CCC historic photos of CCC work (8-10 photographs)

Inspiration Path

- Artists, including
 - Thomas Moran
 - ◆ historic photos (NPS will provide 4-6 photographs)
 - ◆ scans of artwork (NPS will provide 2-4 scans)
 - Gunnar Widforss
 - ◆ historic photos (NPS will provide 4-6 photographs)
 - ◆ scans of artwork (NPS will provide 2-4 scans)
 - Kabotie family
 - ◆ historic photos (NPS will provide 2-4 photographs)

- ◆ scans of artwork (NPS will provide 4-6 scans)
- Link to Artist in Residence program on GRCA website
- Link to GCA Celebration of Art

Water Path

- Seeps and springs: link to GRCA website (NPS will provide)
- Humpback chubs/ fish: link to GRCA website (NPS will provide)

Biology Path

- Flora: link to park website info on plants (NPS will provide)
- Mammals: link to GRCA website (NPS will provide)
- Birds: link to GRCA website (NPS will provide)
- Butterflies: 6-8 photographs of butterflies (NPS will provide)

Specific Tasks:

1. Create high resolution photographic images (RAW files with a minimum of 4000 px on the long side) of the artifacts and objects outlined above when appropriate quality photographs are not available.
 2. Create high resolution video (minimally 1080p in the original camera format) of the Desert View Watchtower exterior and interior.
 3. Prepare written text for annotating photographic images so visitors to the virtual museum learn about the material culture of the Grand Canyon.
 4. Create webpages on the American Southwest Virtual Museum specific for Grand Canyon National Park.
 5. Populate the Grand Canyon webpages with content from the categories listed above, including photographs, videos, artifact and object information and links to additional web content (as specified above).
 6. Prepare a brief report of the number of objects included in the virtual museum, the process used to develop the content, and suggestions for future additions to the virtual museum.
 7. Notify NPS when the virtual museum content is ready to go “live.”
 8. Provide the Grand Canyon Museum Collection with digital copies of all original RAW and processed web-sized photographic images, and all original and processed video footage files taken for use on the virtual museum website, including any digital copies of images taken of objects previously added to the museum.
- B. Project schedule and products:
July 1, 2015: Estimated project start date
December 15, 2015: Investigator’s Annual Report
March 1, 2016: Progress report and virtual museum samples
May 15, 2016: Content of virtual exhibits reviews

May 30, 2016: Edits for virtual exhibits shared with recipient
December 30, 2016: All virtual museum content complete

- C. Recipient agrees to:
Recipient agrees to develop digital media for inclusion on the American Southwest Virtual Museum under Grand Canyon-specific content pages. Digital media includes photographs and videos of individual artifacts or other museum objects, such as historic boats, and virtual walk-throughs of historic buildings and facilities. When possible, descriptive content will be developed for artifacts and objects so that visitors to the virtual museum will understand and have greater appreciation of, the objects being viewed.

The recipient agrees to link content, text, and publications provided by the NPS to the Grand Canyon virtual museum pages as appropriate for highlighting the human history of Grand Canyon National Park.

- D. NPS agrees to:
1. Be involved with the recipient in describing the goals, jointly developing the scope and the activities to be accomplished for the project.
 2. Provide exhibit text, photos, artwork, and scanned documents related to objects selected for inclusion on the virtual museum webpages.
 3. Provide access to recipient after hours to buildings and collection areas as needed to complete project activities.
 4. Work with recipient during implementation of any field activities.
 5. Assist the recipient in selecting projects, provide orientation to park resources, oversee assignments, teach new skills, distribute tools and equipment and provide technical assistance and safety training.
 6. Provide the services of a Program Coordinator to serve as liaison to (the recipient) for the work under this agreement. This includes consulting and working specifically with the Recipient's program coordinator and team leaders on recruiting , interviewing and recommending appropriate candidates.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on the date of final signature and extend through December 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:

Ellen Brennan
Cultural Resources Program Manager
National Park Service
Science and Resource Management
P.O. Box 129
Grand Canyon, AZ 86023
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Technical Expert:

Kim Besom
Museum Curator
National Park Service
Science and Resource Management
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928-638-7490
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Awarding Officer:

Kelly Adams
Financial Assistance Officer
National Park Service
Intermountain Region
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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
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Email: todd_chaudhry@nps.gov

2. **For Recipient:**

Principal Investigator:

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Cindy Judge
Grant and Contract Administrator
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Northern Arizona University
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Fx: 928-523-1075
cindy.judge@nau.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 **\$18,000.00** for the work described in Article III and in accordance with the approved budget (Attachment A). Any award beyond the current fiscal year is subject to availability of funds.
- B. Recipient shall request payment in accordance with the following:
 - 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's ASAP system.
 - 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the FA Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 - 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that

billing period.

4. **Adjusting payment requests for available cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the U.S Treasury ASAP system by the FA Recipient.
6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior Agency (NPS) approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Awarding Officer identified on the Assistance Agreement that a payment request has been submitted. The NPS Awarding Officer may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

ARTICLE VII – REPORTS AND/OR DELIVERABLES

- A. Specific projects or activities within this agreement will be tracked and reported by **quarterly** submission of a SF-425 Federal Financial Report (FFR) and **quarterly** submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. For final the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS Awarding Officer with a copy to the NPS Agreements Technical Representative via email.
- B. An electronic version of the final report and separate abstract suitable for public distribution will be submitted by the Recipient to the ATR. The ATR will send the final report electronically to NPS’s Technical Information Center and carbon-

copy the CESU Research Coordinator. Please send Catherine Kisluk at Technical Information Center (TIC) one hard copy and one digital copy of the final report and abstract. Mail the hard copy to: NPS Technical Information Center (TIC) 12795 West Alameda Parkway, Lakewood, Colorado 80228
Attn: Catherine Kisluk and email the digital version to catherine_kisluk@nps.gov and cc the CESU Research Coordinator.

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

1. Create high resolution photography of artifacts and objects outlined above when appropriate quality photographs are not available.
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4. Create webpages on the American Southwest Virtual Museum specific for Grand Canyon National Park.
5. Populate the Grand Canyon webpages with content from the categories listed above, including photographs, videos, artifact and object information and links to additional web content (as specified above).
6. Prepare a brief report of the number of objects included in the virtual museum, the process used to develop the content, and suggestions for future additions to the virtual museum.
7. Notify NPS when the virtual museum content is ready to go "live."
8. Provide the Grand Canyon Museum Collections with digital copies of all images loaded onto the virtual museum website, including any objects previously added to the museum.

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

6/24/15

Date