

Task Agreement Number P15AC00852/ UNM-115
Under
Cooperative Agreement P14AC00921
Between
The United States Department of the Interior
National Park Service
And
University of New Mexico, Department of Anthropology
DUNS No: 868853094
MSC04 2530
Albuquerque, NM 87131

CFDA: 15.945

Project Title: Documentation and Implementation of Treatment Plans at Casa Grande Ruins and Montezuma Castle National Monuments

Park Unit: CAGR/MOCA

PI: Angelyn Bass, angelyn bass@gmail.com, MSC04 2530, Albuquerque, NM 8713, (505)577-8603

ATR: Matthew Guebard, matt_guebard@nps.gov, PO BOX 219, Camp Verde, AZ 86322, (928) 649-6195 x225

Amount of Federal Funds Obligated: \$155,000.00

Total Amount of Task Agreement Award: 155,000.00

Funding source: Project Funds (CAGR), Base Funds (MOCA)

Period of Performance: October 1, 2015-November 30, 2017

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 University of New Mexico (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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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: Documentation and Implementation of Treatment Plans at Casa Grande Ruins and Montezuma Castle National Monuments

Project Description: The Montezuma Castle cliff dwelling and Casa Grande Great House are the American Southwest's most iconic earthen buildings. This cooperative agreement outlines work necessary to plan and implement pilot preservation treatments at both sites. Objectives of the project include, **1)** plaster sampling and analysis to determine material constituency (MOCA/CAGR), **2)** continued archeological analysis and evaluation (MOCA/CAGR), **3)** implementation of pest management recommendations and pilot stabilization treatments (CAGR), **4)** archival printing of select walls and features (CAGR/MOCA).

Montezuma Castle cliff dwelling and the Casa Grande Great House are exceptional examples of late prehistoric earthen architecture. The work outlined in this agreement promotes the stimulation of scientific research and contributes to a greater public understanding of each resource by providing University academics and students with the opportunity to work with the NPS at these rare sites. Treatments and pest management recommendations proposed in this project are pilot studies, meaning that they are limited in nature and associated with the development of a "best practices" preservation strategy at each site.

The information derived from this project will benefit all academics working in the fields of historic preservation, archeology and anthropology. Specifically, the project provides staff and students with important on-site training opportunities. Additionally, this agreement will result in new information that will augment the existing public interpretation of each site, thus benefitting the visitors. Information derived from this project will be available on wayside interpretive signs and on the NPS website. The well-preserved walls of each building are extremely rare. Information collected as part of this project, including construction sequencing, prehistoric construction methods and the implementation of pilot preservation treatments are relevant to researchers outside the NPS. Private and academic archeologists, architects, architectural conservators and preservation experts will all benefit from the information created by this project.

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 Montezuma Castle cliff dwelling and Casa Grande Great House are the American Southwest's most iconic earthen buildings. Each building is fragile and subject to damage caused by natural and cultural processes. For this reason, these places require specialized planning and treatment consisting of copious research and pilot testing. Beginning in 2013, each park began CESU projects with the Recipient to plan for future preservation treatment at each site (UNM-88, UNM-100, UNM-109). This proposal outlines a project to continue documentation and planning, but to also begin plaster sampling and pilot treatments. The completion of this project results in the enhanced understanding of prehistoric architecture associated with the late prehistoric period on central and southern Arizona and will benefit researchers, academics and the general public. The project objectives and goals for each park unit are similar. As such, the NPS and cooperator benefit from a combined project outlining work for each unit.

Project Objectives:

Objectives of the project include, **1)** plaster sampling and analysis to determine material constituency (MOCA/CAGR). To complete this objective, Recipient will identify plaster sampling locations at MOCA and CAGR and create a sampling plan outlining collection methods. In cooperation with NPS, Recipient will document the location of all plaster samples. With NPS assistance, Recipient will collect plaster samples at MOCA and CAGR and perform specialized laboratory analysis to identify and characterize individual plaster types. **2)** Continued archeological analysis and evaluation (MOCA/CAGR). To complete this objective, Recipient will continue archeological evaluation and assessment and provide copies of both graphic and written architectural documentation. The NPS will assist with fieldwork necessary to complete this objective. **3)** Implementation of select pest management recommendations and stabilization treatments (CAGR). To complete this objective, Recipient will conduct plaster stabilization at CAGR and will document all treatment locations using photography and annotations. Treatment locations will be chosen in cooperation with NPS staff. **4)** Archival printing of select walls and features (CAGR/MOCA), which will be used for monitoring change in condition over time. The parks can archive the prints locally or send them to the National Archives and the Library of Congress to allow greater public access and benefit. The University will complete all work necessary to prepare digital images for printing and will provide NPS with archival copies.

To support these objectives, NPS will complete all necessary compliance associated with project implementation. NPS will also assist with planning and implementation of a plaster sampling plan, as well as provide access to standing walls for documentation and preservation treatments. NPS representatives will be on site for all fieldwork. This includes providing scaffolding, ladders, lifts, and specialized safety equipment necessary to access proposed treatment areas. The parks will also provide access to park specific archives including reports, manuscripts and photographs. All work will be summarized in a project completion report outlining project work, methodology and final results. NPS

will review and comment on the report draft. Final copies will be provided to the NPS with digital copies of the project final, photographs and annotations on a CD/DVD. The park and the cooperator will fully acknowledge the NPS, the PI(s), and the University of New Mexico in any published or formally presented material developed or derived from this Task Agreement.

*All research material collected in conjuncture with this project remains in the public domain and is archived and otherwise managed by the National Park Service. Such material may include but are not limited to photographs, maps, microfilm, illustrations, audio cassette, and computer diskettes, thumb drives or CD/DVDs. The author may seek permission from the superintendent to reproduce any or all of the material not subject to archival restrictions before relinquishment to the National Park Service.

B. Project schedule and products:

This Task Agreement will become effective on the Effective date (box 3) of the obligation document or final signature whichever is later and extend through November 30, 2017.

Project Start Date – September 30, 2015 Investigator’s Annual Report (IAR) – November 30, 2016

Database, Collections/Specimens, Archives, and Maps provided to the NPS ATR or Technical Expert – December 31, 2016

Draft Final Manuscript – March 3, 2017

Final Manuscript – July 31, 2017

Project End Date – November 30, 2017

C. Recipient agrees to:

- Identify plaster sampling locations at MOCA and CAGR and create a sampling plan outlining proposed locations and collection methods.
- In cooperation with NPS, collect plaster samples at MOCA and CAGR and perform specialized laboratory analysis to identify and characterize individual plasters.
- Assist NPS with limited plaster stabilization at CAGR. Document all treatment locations using photography and annotations.
- Implement select pest management recommendations at CAGR based on available funding.
- Continue archeological evaluation and assessment at MOCA and CAGR. Provide copies of graphic and written architectural documentation.
- Provide NPS with archival copies of select wall photographs at CAGR/MOCA, which will be used for monitoring change in condition over time. The parks can archive the prints locally or send them to the National Archives or the Library of Congress for greater public assess and benefit.

- Create a project completion report outlining project work, methodology and results. Provide the NPS with digital copies of the project final reports on a CD/DVD.
- Fully acknowledge the NPS in any published or formally presented material developed or derived from this Task Agreement.

D. NPS agrees to:

- Assist with planning, compliance and implementation of a plaster sampling plan.
- Assist Recipient with access to standing walls for preservation treatment. This includes providing scaffolding equipment, ladders, lifts and specialized safety equipment necessary to access proposed treatment areas.
- Provide access to park specific archives including reports, manuscripts and photographs.
- Fully acknowledge PI(s) and Recipient in any published or formally presented material developed or derived from this Task Agreement.

The NPS will be actively involved in every aspect of the cooperative project. NPS will consult with Recipient about the location and method used for plaster sampling. Treatment locations and methods will be suggested by Recipient and vetted by the NPS resource management staff. Additionally, NPS will complete necessary tribal consultation and compliance for sampling and treatment. Access to work locations at both locations will require a combination of ladders, scaffolding and/or a mechanized lift. At Montezuma Castle, access is only available by ladders and the use of specialized safety equipment. Specially trained NPS staff members are the only people that can set up and operate this equipment. Similarly, access to sampling and treatment locations at Casa Grande will require scaffolding and a mechanized lift. NPS staff will be responsible for acquiring, setting up, and operating this equipment.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on the date of final signature and extend through November 30, 2017.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. **For the NPS:**

Agreement Technical Representative:

Matthew Guebard
Archeologist
National Park Service
MOCA/TUZI Resource Management Division

PO BOX 219
Camp Verde, AZ 86322
Phone: 928-649-6195 x225
Fax: 928 649-6198
Email: matt_guebard@nps.gov

Awarding Officer:

Todd Wilson
Financial Assistance Officer
National Park Service
Intermountain Region
12795 W. Alameda Parkway
Lakewood, CO 80228
Phone: 303-987-6767
Fax: 303-969-2786
Email: Todd_Wilson@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:

Angelyn Bass
Research Assistant Professor
Department of Anthropology
University of New Mexico
MSC04 2530
Albuquerque, NM 87131
Phone: 505-577-8603
angelynbass@gmail.com

Administrative Contact:

Tim Wester,
Contract and Grant Administrator Pre-Awards,
University of New Mexico PreAward Services,
1700 Lomas Blvd. NE, Ste 2200,
MSC01 1247, Albuquerque, NM 87131-0001,
Phone: 505-277-2258
Fax: 505-277-1287
twester@Recipient.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 \$155,000.00 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.

- C. Archival print copies of select wall photographs at CAGR/MOCA. Copies of photographs, maps, illustrations, thumb drives or CD/DVDS collected in conjunction with this project will also be provided.

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 ;

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
- (i) (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.

- (4) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- (5) 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.
- (6) 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 (see attached)
- 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	Date
Title	

FOR THE NATIONAL PARK SERVICE



Todd Wilson	7/8/15
Awarding Officer	Date