

Task Agreement Number P15AC00913 / UPE-21
Under
Cooperative Agreement P14AC00921
Between
The United States Department of the Interior
National Park Service
And
University of Pennsylvania
DUNS No: 042250712
Penn School of Design, Historic Preservation Department
University of Pennsylvania
102 Meyerson Hall
210 South 34th Street
Philadelphia, PA 19104

CFDA: 15.945

Project Title: Jackson Lake Lodge Historic Structures Report, Part 2

Park Unit: Grand Teton National Park

PI: PI: Dr. Frank Matero, Program in Historic Preservation, School of Design, University of Pennsylvania

ATR: Sue Consolo-Murphy, Grand Teton National Park

Amount of Federal Funds Obligated: \$64,969

Total Amount of Task Agreement Award: \$64,969

Funding source: NPS Franchise Fee

Period of Performance: 5/1/2015 – 8/31/2016

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 University of Pennsylvania (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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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: Jackson Lake Lodge Historic Structures Report, Part 2:

Project Description:

Jackson Lake Lodge contains 39 contributing resources and 23 non-contributing resources and occupies 168 acres on the west side of Jackson Lake, located in Grand Teton National Park. The property was designated a National Historic Landmark (NHL) in 2003 for its significance as a precursor for the National Park Service's Mission 66 program; its association with architect Gilbert Stanly Underwood; and for its status as one of the first modern structures in the National Park System. The lodge is owned by Grand Teton National Park and operated by a concessioner, Grand Teton Lodge Company, as a family-oriented hotel.

While the 2003 NHL nomination provides sufficient documentation on the site's history, little documentation on building evolution and alterations, conditions, and recommendations for preservation and cyclical maintenance exist. The purpose of this collaborative project is to develop a Historic Structures Report (HSR) that will guide future preservation, planned use and management of this important National Historic Landmark. Part 1, Sections 1 and 2, of the HSR are underway (project #UPE-20, Award #P14AC01158) and will be submitted by June 30, 2015. This Scope of Work is for Part 2.

ARTICLE II – LEGAL AUTHORITY

54 U.S.C. §101702(a) Cooperative Agreements, Transfer of Service Appropriated Funds
54 U.S.C. §100703 Cooperative Study Units

ARTICLE III – STATEMENT OF WORK

A. Statement of work:

Background & Purpose:

Jackson Lake Lodge contains 39 contributing resources and 23 non-contributing resources and occupies 168 acres on the west side of Jackson Lake, located in Grand Teton National Park. The property was designated a National Historic Landmark (NHL) in 2003 for its significance as a precursor for the National Park Service's Mission 66 program; its association with architect Gilbert Stanly Underwood; and for its status as one of the first modern structures in the National Park System. The lodge is owned by Grand Teton National Park and operated by a concessioner, Grand Teton Lodge Company, as a family-oriented hotel.

While the 2003 NHL nomination provides sufficient documentation on the site's history, little documentation on building evolution and alterations, conditions, and recommendations for preservation and cyclical maintenance exist. The purpose of this collaborative project is to develop a Historic Structures Report (HSR) that will guide future preservation, planned use and management of this important National Historic Landmark.

As defined by the NPS “A Historic Structure Report (HSR) provides documentary, graphic, and physical information about a property's history and existing condition... also addresses management or owner goals for the use or re-use of the property. It provides a thoughtfully considered argument for selecting the most appropriate approach to treatment, prior to the commencement of work, and outlines a scope of recommended work.”

The Historic Structures Report will document the current integrity and condition of the various structures and features of Jackson Lake Lodge as well as make recommendations about preservation, rehabilitation, restoration, or reconstruction options for these components. The proposed project will build upon the National Historic Landmark nomination, 2003, and Part 1, Sections 1 and 2, of the HSR which is currently underway (project #UPE-20, Award #P14AC01158). The HSR is absolutely needed to guide the future preservation of the Jackson Lake Lodge National Historic Landmark.

At this time, the second segment of the HSR, Part 2, is to be completed.

The following objectives define the entire Historic Structure Report:

Part 1

1. To document general changes to the building as it evolved from its early design development through the present day.
2. To describe thoroughly through a combination of narrative and graphics the general appearance of the project site from its early design development through the present day.

Part 2

1. To document existing conditions of the project site-Lodge, cabins, employee cabins and miscellaneous structures.

Part 3

1. To provide a preferred treatment recommendation for managing the historic structures.

The report will follow NPS standards for a Historic Structures Report outlined in NPS-28.

Project product for Part 2 to include the following:

1. Management Summary:

- A. Cover Page - A cover designed to match NPS standard for HSR covers.
- B. Table of Contents
- C. Management Summary

i. Administrative Data

1. Project Identification
2. Project Statement and Purpose
3. Names, numbers and locational data used to refer to the historic structure
4. Cultural resource data including date listed in the National Register, period of significance, and context of significance
5. Inspection Team Information: include names, titles, company or organization, and roles of team members

ii. Executive Summary - This summary is a conclusive narrative stating the overall physical condition of the structure, recommendations for work critical to preservation and use.

iii. Further Recommendations: Include future research and study requirements (e.g., archeological investigations, architectural/engineering work, unresolved questions/theories, material analysis/testing and missing resources).

2. PART 2. Conditions Survey and Assessment:

- A. Physical Description. This section contains a systematic accounting of all features, materials, and spaces according to age, significance, and condition. Copies of computer-generated inspection surveys and reports should be included in the appendix but summarized in the body of the report.
- B. Assessment. Based on the Physical Description and Condition Survey, an assessment of each feature and space is to be prepared according to significance, integrity and condition in anticipation of Part 3-Recommendations

3. APPENDICES (As necessary for this phase of the HSR): The appendices include relevant information that is not included in the text. Information in appendix may include, but not be limited to:

1. Copies of field notes
2. A complete record of all building and any supplemental as deemed useful through archival research, inspection and fabric analyses performed, including a listing of basic data, results, findings, and associated recommendations for further work.

4. **BIBLIOGRAPHY** (as necessary for this phase of the HSR): List of sources and repositories utilized and referenced in the preparation of the Jackson Lake Lodge Historic Structure Report.
5. **GLOSSARY** (as necessary for this phase of the HSR) : Definitions (and illustrations, where helpful) of architectural terms used within the HSR.

NOTE: This scope of work is for Part 2 only. Part 1 is currently underway and Part 3 will be developed separately at a later date.

B. Project schedule and products:

Project Start Date – 5/1/2015

Technical progress reports – { } Quarterly {x} Semi-annually { } Annually
(Check as needed from PI to monitor progress of specific project. Content should be addressed in the scope.)

Investigator's Annual Report (IAR) – 9/30/2015

Database, Collections/Specimens, Archives, and Maps provided to the NPS ATR or Technical Expert – 10/30/2015

50% Draft Report (Part 2) – 1/30/2016

95% Draft Report (Part 2) – 4/30/2016

Final Report (Part 2) – 6/30/2016

Project End Date (Part 2) – 8/31/2016

Final SF425 FFR must be submitted within 90 days of project end date.

PROJECT PLAN

- A. **KICK-OFF MEETING** – The cooperator shall meet with the ATR and the Grand Teton National Park (GRTE) Project Team and Grand Teton Lodge Company to discuss known existing conditions, existing research, roles and responsibilities and schedule. **Proposed date for this meeting is early June 2015.**
- B. **RESEARCH AND INVESTIGATION** –The cooperator shall investigate and review existing building and system conditions and Government-provided documentation as outlined in the Scope of Work.
- C. **PROGRESS MEETING I** – The cooperator shall meet with the Grand Teton National Park (GRTE) Project Team to discuss questions, concerns and report content,

progress/development, status, coordination and format. **Proposed date for this meeting is mid-to-late October 2015 after submittal and review of Investigator's Annual Report on September 30, 2015.**

- D. 50% DRAFT REPORT** – A 50% Draft Report will be developed for Grand Teton National Park (GRTE) Project Team review and comment. The 50% Draft Report is intended to provide sufficient information for critical evaluation and consideration by the Grand Teton National Park (GRTE) Project Team. It will be a combination of text, photographs, graphics and drawings to best express the building evolution and character defining features. **The 50% draft is due January 30, 2016.**

The development effort associated with each section of the 50% Draft HSR is shown below:

75% Table of Contents

0% Management Summary

75% Condition Survey Methodology

75% Data analysis

- E. 50% DRAFT REPORT MEETING** – The cooperator shall meet with the Grand Teton National Park (GRTE) Project Team to discuss the outcome of investigation, findings and options for Alternative Use and questions and concerns related to the 50% Draft Report. Meeting shall be in accordance with the attached Schedule. **Proposed date for this meeting is early March 2016.**

- F. 95% DRAFT REPORT** – A 95% Draft Report will be developed for Grand Teton National Park (GRTE) Project Team review and comment. The 95% Draft Report is intended to be the complete Historic Structure Report Part 1, Sections 1 and 2, as outlined in the Scope of Work. The development effort associated with each section of the 95% Draft HSR is shown below

95% Table of Contents

95% Management Summary

95% Condition Survey

95% Data Analysis

Draft Report due April 30, 2016 and NPS comments due back to collaborator within one month and no later than May 31, 2016.

- G. **FINAL SUBMISSION** – Questions and comments from 95% Draft Report review will be incorporated into the final document. Outstanding items will be resolved. Deliverables as outlined in SOW will be provided. **Final Report submitted by June 30, 2016.**

SCHEDULE OF MEETINGS AND SUBMISSIONS

- A. **MEETINGS** – Any meetings beyond the kick-off meeting, shall be scheduled when necessary between the cooperator and government contact. See dates above.
- B. **MEETING MINUTES** – Minutes shall be recorded and distributed by the cooperator in accordance with the attached Schedule. The minutes shall be a record of the meeting as well as documentation of the resolution of design/report issues.

SUBMISSION FORMAT AND PROCEDURES

- A. Cooperator shall provide to GRTE:
1. One (1) CD containing electronic files of the 50% and 95% draft text/documents (part 2)
- (Final Deliverables as outlined in the table below).
- B. The cooperator shall ensure that each submission meets requirements to avoid rejection and re-submittal procedures that may result in project delays.
- C. Each submission will be reviewed for organization, accuracy, quality, progress, completeness, and compliance with project requirements and any previous review comments provided by the GRTE Project Team. In the event the Government delays, the cooperator shall be entitled to a day to day extension in the completion date so long as it does not extend beyond the project end date.
- D. **Revisions:** The cooperator shall be responsible for making all necessary revisions, supplemental entries and changes in the documents as generated by the GRTE Project Team.

Final Deliverables:

DELIVERABLE	QTY.	FORMAT / PROGRAM	MEDIUM	SIZE	BOUND / UNBOUND
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COMPLETE HSR ■ color, two-sided	3 (1 for NPS Technical Information Center, 2 for Park)	See Note #1	Bond Paper	8.5" x 11" 11" x 17"	Bound
COMPLETE HSR ■ black and white, two-sided	2	See Note #2	Bond Paper	8.5" x 11" 11" x 17"	Bound
ARCHIVAL HSR ■ black and white, two-sided	1	See Note #3	Archival Bond Paper	8.5" x 11" 11" x 17"	Bound

DRAWINGS	2	HABS standard based on existing dwgs with rectified photo elevations	Ink on Mylar	24 x 36"	unbound
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PHOTOGRAPHS	2	See Notes #6	Archival		ARCHIVAL SLEEVES
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	5 (1 CD for CPCEUSU, 4 CDs for	See Note #4			
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COMPACT DISC	Park)				
To include:					
HSR (PRINTER READY)		ADOBE ACROBAT (.PDF)		8.5" x 11" 11" x 17"	
HSR (document files)		MS WORD (.DOC) MS EXCEL (.XLS) IMAGE FILE (.JPEG/PDF)		8.5" x 11" 11" x 17"	-
DRAWING E FILES		ADOBE ACROBAT (.PDF)		22" x 34"	-
DRAWINGS		AUTOCAD (.DWG) (executable, e-transmittal file)		-	-
ALL DIGITAL PHOTOGRAPHS		JPEG		High resolution, printable at 600 dpi, minimum	

MISC. MATERIALS		See Note #5	SAMPLES AN BUILDING FABRIC		
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Final Deliverable Notes:

#1 Color HSRs to include:

- a. Complete document in color (Management Summary, HSR Part 1, Section 1 and 2, Appendices) printed on bond paper.
- b. Reduced size of HABS-quality, dimensioned, existing condition drawings.
- c. Black and white contact sheets of any digital photographs taken, but not incorporated into report. These are to be printed on bond paper and organized and captioned.

#2 Black and White HSRs to include:

- a. Complete document in black and white (Management Summary, HSR Part 1, Section 1 and 2, Appendices) printed on bond paper.
- b. Reduced size of HABS-quality, dimensioned, existing condition drawings.
- c. Black and white contact sheets of any digital photographs taken, but not incorporated into report. These are to be printed on bond paper and organized and captioned.

#3 Archival HSR to include:

- a. Complete document in black and white (Management Summary, HSR Part 1, Section 1 and 2, Appendices) printed on archival paper.
- b. Reduced size of HABS-quality, dimensioned, existing condition drawings.
- c. Black and white contact sheets of any digital photographs taken, but not incorporated into report. These are to be printed on non-acidic paper using archival standards of printing and similarly organized and captioned.

#4 Compact Disc: rewriteable, labeled case, CD label. CD is to include photographs taken, but not incorporated into report. These photographs are to be organized and captioned. Provide one set of color contact sheets of these additional photographs.

#5 All material samples and fabric not consumed during analytical processes shall be retained and submitted to the COTR for inclusion in the Government's museum collection for the park.

#6 Black and White Documentation Photographs. Two (2) sets printed on non-acidic paper using archival standards of printing. All photographs and negatives shall be clearly and chronologically organized, identified, labeled and dated and placed in archival sleeves.

SAFETY

All project work shall be conducted in accordance with Occupational Safety and Health Administration (OSHA) regulations 29 CFR Par 1926: Safety and Health Regulations for Construction.

Cooperator shall be aware of the inherent dangers associated with performing investigation on historic buildings. Cooperator to provide personal protective equipment as appropriate to conduct their work.

COMPLIANCE

All treatment recommendations provided in Historic Structure Report shall comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

GRTE is responsible for obtaining NEPA and Section 106 clearance prior to execution of any recommendations.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on the date of final signature and extend through August 31, 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:

Sue Consolo-Murphy
Chief of Science and Resource Management
Division of Science and Resource Management
Grand Teton National Park
PO Drawer 170
Moose, WY 83012
(307) 739-3481
sue_consolo-murphy@nps.gov

Technical Expert:

Betsy Engle
Architectural Historian

Division of Science and Resource Management
Grand Teton National Park
PO Drawer 170
Moose, WY 83012
307-739-3664
Betsy_Engle@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:

Dr. Frank Matero
Historic Preservation Program
School of Design
University of Pennsylvania
115 Meyerson Hall
210 South 34th Street
Philadelphia, PA 19104
(215) 898-3169
fgmatero@design.upenn.edu

Administrative Contact:

Kimbalina Johnson
Finance and Administration
University of Pennsylvania School of Design
110 Meyerson Hall
210 South 34th Street
Philadelphia, PA 19104
215-573-7286
kdsmith@design.upenn.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 \$64,969 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 semi-annually submission of a SF-425 Federal Financial Report (FFR) and semi-annually 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.

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. SF424s

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



Todd Wilson
Awarding Officer

6/22/15

Date