

**Colorado Plateau Cooperative Ecosystem Studies Unit
Task Agreement Number P15AC01326/UPE-22**

Under

Master Cooperative Agreement P14AC00921

Between

The United States Department of the Interior

National Park Service

And

Trustees of the University of Pennsylvania

DUNS No: 042250712+0000

Attn: ATTN Government POC

3451 Walnut Street

Philadelphia/PA/19104-6205

CFDA: 15.945

Project Title: Cultural Landscapes Inventory – Washington DC Public Reservations

Park Unit: NCRO

PI: Randall Mason, rfmason@design.upenn.edu, 215-898-3169

ATR: Maureen Joseph, Maureen_joseph@nps.gov, 202-619-7140

Amount of Federal Funds Obligated: \$70,071

Total Amount of Task Agreement Award: \$70,071

Period of Performance: August 3, 2015 to August 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 partner universities for the purpose of sustaining the Colorado Plateau Cooperative Ecosystem Study Unit (CP-CESU). 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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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.

Cultural Landscapes Inventories (CLI) will be prepared for multiple National Park Service sites related to the Washington, DC Public Reservations park sites. The specific

sites are likely to be Fort Bunker Hill, a series of small urban parks around Pennsylvania Avenue SE, Grant Circle, Fort Chaplin and other collections of small urban parks TBD (subject to agreement between cooperator's PI and NPS ATR). The cooperator will be provided information from a comprehensive 2011-2014 ground survey and condition assessment of the primary fortifications associated with the Civil War Defenses of Washington (CWDW) and any other contextual information related to the DC public park reservation system. All work will be conducted according to the Cultural Landscape Inventory Professional Procedures Guide. In addition, this work requires coordination with park staff and the Cultural Landscapes Inventory program coordinator in the National Capital Region office (NCR) to assure accuracy of information and consistency prior to entry into the Cultural Landscapes Inventory (CLI) database.

Existing Conditions Maps - Prepare maps of individual properties according to cultural landscape inventory guidance. All data shall be submitted to NPS in the cultural resource data transfer standard. A geodatabase template can be downloaded from: <https://irma.nps.gov/App/Reference/Profile/2182526>. This geodatabase template contains all of the various geodatabase objects required to implement the cultural resource spatial data transfer standard data model. The geodatabase contains all of the various cultural resource feature classes defined with the standard, as well as all of the feature level metadata fields and domain values. The data transfer standard contains the minimum fields required but other fields may be added to meet the practical needs of the project. Refer to the Cultural Resource Spatial Data Transfer Standards guidelines for additional information regarding the structure of the geodatabase and its functionality which can be downloaded from: <https://irma.nps.gov/App/Reference/Profile/2182518>.

Narrative - Prepare Cultural Landscape Inventories that include the following: **annotated historical chronology** for the physical development (excel spreadsheet template); **historical narrative** that addresses the physical development and identifies landscape changes through each period; **historical significance summary** explains how the property meets National Register criteria, how it contributes to the areas of significance, and what the period of significance is; and an **analysis and evaluation** of the landscape characteristics that apply to the property and indicates how the characteristics are related to the significance.

Graphic Representation – Document the historic and existing conditions using a variety of media to best represent the findings of the cultural landscape (i.e. photos, drawings, sketches, etc).

This project fulfills a Public Purpose of support and is a relationship of assistance because the University of Pennsylvania is dedicated to creating a learning environment for their graduate students that provides hands-on experience in survey and inventory techniques, to increase their understanding of cultural landscapes, and strengthen their technical abilities involving landscape analysis, graphic documentation and National Register eligibility requirements. The University of Pennsylvania will help disseminate

information about these NCR cultural landscapes through publications and distribution of materials, as well as through seminars, conferences and symposia.

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. The Cooperator agrees to:

List of specific tasks:

- Work with the NPS ATR to select and develop work schedules and work plans.
- Conduct historical research, including a review and study of park archives and library collections, architectural inventories, relevant correspondence, archeological reports, site maps, drawings and other graphic materials.
- Review existing historical information and generate an annotated chronology (excel spreadsheet template to be provided to cooperator) and narrative site history as outlined in the CLI procedural guide. The site history should address the physical development of the site and identify the changes through each significant period. Data collected should be of sufficient detail to enable the cooperator in conjunction with the NPS, to determine National Register significance and integrity.
- Prepare an analysis and evaluation of the existing landscape characteristics relevant to the particular property (natural systems and features; spatial organization; land use; cluster arrangement; circulation; topography; vegetation; buildings and structures; constructed water features; views and vistas, small scale features; and archeological sites) and a list of contributing and non-contributing features for each landscape characteristics (if applicable).
- Prepare a bibliography, including primary and secondary source materials used for research. Non-standard format – excel spreadsheet template will be provided to cooperator.
- Prepare overall and detail site plan(s) to document the existing conditions of the property (see data transfer standards for *Existing Conditions Maps*).
- Using the data generated above, prepare relevant text fields in MS Word utilizing a Word CLI template and Excel spreadsheet templates for the chronology and bibliography.
- Provide the NCR CLI coordinator with all graphics to support the narrative site history, and analysis and evaluation fields in digital form (historic and current photos, historic maps, etc.).
- Work with the NPS to ensure the mapping of all landscape features existing conditions data according to NPS cultural resource transfer data standards.

- Ensure that all the graphics meet the following database requirements for digital images in:
 - 200 K file size (or smaller)
 - JPG format
 - Viewable size 4 inches x 6 inches (or smaller) all images except site plan – 6 inches x 6 inches
 - 200 dpi resolution (640 x 480 pixels)

B. NPS agrees to:

List of specific tasks:

- Work with the cooperator PI to select and develop work schedules and work plans.
- Train students in all aspects of field work, data collection, research, landscape analysis, National Register eligibility determinations, and data entry into the CLI template.
- Work with the cooperator to ensure the mapping of all landscape features existing conditions data according to NPS cultural resource transfer data standards.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on August 3, 2015 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:

Maureen Joseph
Regional Historical Landscape Architect
National Park Service
National Capital Region
1100 Ohio Drive, SW
Washington, DC 20242
Phone: 202-619-7140
Fax:
Email: Maureen_joseph@nps.gov

Awarding Officer:

Todd Wilson
Grants Officer
National Park Service
IMR - IMRO
12795 W. Alameda Parkway
Lakewood, CO 80228
(303) 987-6767
todd_wilson@nps.gov

CP CESU Representative

Todd Chaudhry
NPS CP CESU Coordinator
National Park Service
Northern Arizona University
P.O Box 5765
Flagstaff, AZ 86011
Phone: 928-523-6638
Fax: 928-523-2014
Email: todd_chaudhry@nps.gov

2. **For the Cooperator:**

Principal Investigator

Randall Mason
Associate Professor, Chair
School of Design, Graduate Program in Historic Preservation
University of Pennsylvania
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Philadelphia, PA 19104
Tel: 215-898-3169
Fax: 215-573-6236
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Administrative/Signatory

Stuart Watson
Associate Director
Office of Research Services
University of Pennsylvania
3451 Walnut Street

Philadelphia, PA 19104
Phone: 215-898-9323
Fax: 215-898-9708
Email: wswatson@upenn.edu

- B. **Communications** – The Cooperator 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 Cooperator 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.
 - 1. **Financial Assistance:** NPS will provide funding to the Cooperator in an amount not to exceed \$70,071 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.
 - 2. **Appropriation Data:** The chargeable appropriation for this Modification of the Task Agreement is:
\$70,071 against WBS: PX.P0150007A.00.2 Cost Center: PPNCCRO2A
Functional Area: PPMRSCR1C.CL0000
- B. The Cooperator 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. The cooperator will provide an electronic copy of a draft and final Cultural Landscape Inventory (CLI) document and spreadsheets utilizing the NPS templates with all the relevant text fields filled out, plus all graphic data to support the CLI documentation (see graphic requirements in Scope of Work). File formats for the electronic/digital data are Word 2010 or later version and Excel 2010 or later version. The final reports will be sent to the NPS Certified ATR and must be approved by the NPS Certified ATR prior to final payment.

Specific Items:

1. An annotated chronology including source citation utilizing an Excel annotated chronology NPS template.
2. A narrative site history documenting the physical development of the site and identify changes through each significant period.
3. An analysis and evaluation of the existing landscape characteristics relevant to the particular cultural landscape (natural systems and features; spatial organization; land use; cluster arrangement; circulation; topography; vegetation; buildings and structures; constructed water features; views and vistas, small scale features; and archeological sites) and a list of contributing and non-contributing features for each landscape characteristics (if applicable).
4. A bibliography, including primary and secondary source materials used for research utilizing an Excel bibliography template.
5. Overall and detailed site plan(s) to document the existing conditions of the property (using new spatial data standards).
6. Relevant text fields in Word utilizing a Word CLI template.
7. Graphics to support the narrative site history, and analysis and evaluation fields in digital form (historic and current photos, historic maps, etc.).

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 Cooperator and of the NPS. Modifications will be in writing, approved and signed by the NPS Awarding Officer and the Cooperator signatory official.

ARTICLE IX – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

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

a) **Administrative Requirements:**

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

b) **Determination of Allowable Costs:**

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

c) **Audit Requirements:**

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

2. Minimum Wages Under Executive Order 13658 (January 2015)

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

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

“Worker”—

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

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

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

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

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

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

Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 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 X – ATTACHMENTS

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

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

ARTICLE XI – SIGNATURES

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

FOR University of Pennsylvania

Stuart Watson
Associate Director

Date

FOR THE NATIONAL PARK SERVICE



Todd Wilson
Awarding Officer

8/11/15

Date