

Task Agreement Number P15AC01523 / UPE-24

Under

Cooperative Agreement P14AC00921

Between

The United States Department of the Interior

National Park Service

And

The University of Pennsylvania

DUNS No:

042250712+0000

102 Meyerson Hall

210 South 34th Street

Philadelphia, PA 19104

CFDA: 15.945

Project Title: Development of a Historic Preservation Training Curriculum and Fundamentals Course for the Vanishing Treasures Program

Park Unit: IMRO

PI: Frank Matero, Professor of Architecture, Director of Architectural Conservation Laboratory, University of Pennsylvania, 115 Meyerson Hall, 210 South 34th Street, Philadelphia, PA 19104, Ph: 215-898-3169, Fx: N/A, Email: fgmatero@design.upenn.edu

ATR: Lauren Meyer, Vanishing Treasures Program Manager, Vanishing Treasures Program, Intermountain Regional Office-Santa Fe, 1100 Old Santa Fe Trail, Santa Fe, NM 87505; ph: 505-988-6861; email: Lauren_Meyer@nps.gov

Amount of Federal Funds Obligated: \$25,000 + \$52,000 (one-year intern) +17.5% = \$90,475

Total Amount of Task Agreement Award: (Same amount as above unless Recipient Cost Share is included) \$90,475

Funding source: VT Program funds (\$42,000); CRPP project funds (\$28,475); WASO Office of Learning & Development funds (\$20,000)

Period of Performance: September 1, 2015 through June 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 the 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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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: Development of a Historic Preservation Training Curriculum and Fundamentals Course for the Vanishing Treasures Program

Project Description:

Since 2014, the Vanishing Treasures (VT) Program has been developing and delivering field- and classroom-based workshops in historic preservation to parks, partners, and the public in order to address the great need for preservation skills training in national park units of the American West. In order to ensure that the training program is successful in the long-term, VT proposes to partner with the University of Pennsylvania’s (UPenn) Department of Historic Preservation and Professor Frank Matero to develop a comprehensive curriculum that is considerate of VT’s programmatic mission, goals, and training needs identified by park staff, and to design a preservation “fundamentals” course to be offered as a core VT training course.

PUBLIC PURPOSE -- Through the establishment of this program graduate and post graduate students from the University of Pennsylvania will be provided short (under 6 months)- and long (6 months+)-term internships that will allow them to apply their classroom knowledge of historic preservation concepts in a real-world environment; further develop their skills in, and knowledge of historic preservation; work with a variety of skilled preservation practitioners in the NPS and elsewhere; learn about the variety of preservation needs of an exemplary collection of heritage resources within NPS units in the west; engage in the development of standards, curricula, and courses for a historic preservation training program; and engage in the delivery of discrete courses that

are accessible to a variety of audiences, including preservation practitioners outside of the NPS. As a result of this collaboration, the VT Program will be better prepared to provide high-quality, much-needed historic preservation training to parks, partners and the public.

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

Statement of work:

Background: The VT Program, through the program’s training and project execution arm, the Western Center for Historic Preservation (WCHP), has been tasked with developing a robust training program to address the growing need for historic preservation skills enhancement throughout the NPS. With a focus on traditionally-built architecture and the mix of skills, techniques and materials necessary to preserve them for future generations, the VT training program aims to provide access to superior courses that enhance the knowledge-skill sets required to promote the highest standard of preservation of our nation’s heritage resources. The VT Program is partnering with the University of Pennsylvania’s Department of Historic Preservation, an internationally-regarded institution that provides academic instruction in a broad-range of preservation topics, to develop a foundation for the VT training program that will ensure success.

Objectives: VT and UPenn will work collaboratively to: evaluate past and current training programs focused on historic preservation topics relevant to the VT Program to ascertain success and failures; determine the range and general state of traditionally-built heritage resources within the VT Program’s geographic area; assess historic preservation training needs in the parks; develop a strategy for training delivery; develop a comprehensive training curriculum for the VT Program; and lay out a preservation ‘fundamentals’ course that will be the core course for the VT training program.

Methods: The project **Scope of Work** includes the following tasks:

1. Review of past and current historic preservation training programs/models in NPS and elsewhere to identify focus areas/content, note failures/successes, limit overlap, and take advantage of existing opportunities;
2. Determination of focus areas for the VT training program through:

- a. Completion of an assessment of current historic preservation training needs in parks (will be accomplished through a targeted survey that UPenn will develop and distribute to select parks);
 - b. Completion of an assessment of the range of resources in the VT geographic area, and preservation needs associated with those resources (will be accomplished through a review of data in existing databases, information collected through park surveys, and limited site visits);
 - c. Identification of the audience or range of audiences for the training program.
3. Determination of a training delivery approach or range of approaches that are feasible -- workshops, internships and other long-term professional development, symposia, etc. [other measuring data still to be identified].
 4. Determination of strategic locations for workshops based on geography, availability of technical support, resource types, housing availability, need, etc. [other measuring data still to be identified].
 5. Development of a training curriculum that details types of courses offered -- What is included in the range of site-, material-, preservation technique-, issue-specific courses in the VT training program?
 6. Development of a preservation 'fundamentals' course, including a syllabus, that will be the core VT training course. This course will be vetted by the NPS Mather Training Program before it is finalized to ensure that it meets NPS standards.
 7. Coordination of a meeting in FY 2016 to discuss the recommended training curriculum, and other project foci.
 8. Preparation of a final report with recommendations for future phases.

Program activities will be accomplished under the direction of Lauren Meyer, Program Manager for the VT Program and Katherine Wonson, Director of the Western Center for Historic Preservation (both NPS), and Frank Matero, Professor of Architecture/Director of Architectural Conservation Laboratory, University of Pennsylvania. Additional assistance will be provided by VT Program staff.

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

PROJECT SCHEDULE AND TECHNICAL REPORT DEADLINES:

List all technical reports and products in sequential order as required in the scope (more lines and milestones can be added as needed):

Project Start Date – Sept 1st, 2015
Technical progress reports – { } Quarterly {x} Semi-annually { } Annually
Report #1 due Jan 30th, 2016;
Report #2 due Jun 30th, 2016
Draft Final Report – Oct 31, 2016
Final Report – Dec 31, 2016
Project End Date – June 30, 2017 (project reports/deliverables are due)

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

Significant Project Dates:

Project start date:	Sept 1st, 2015
Status Report (Semiannual Technical Report #1	Jan 30, 2016
Semiannual Technical Report #2	Jun 30, 2016
Submission of draft report	Oct 31, 2016
NPS comments on draft technical report	Nov 30, 2016
Submission of final report	Dec 31, 2016
End of 60-day wrap up / Project end	June 30, 2017

C. Recipient agrees to:

1. Collaboratively undertake a project titled, “**Development of a Historic Preservation Training Curriculum and Fundamentals Course for the Vanishing Treasures Program.**”
2. Appoint Professor Frank Matero as Principal Investigator.
3. Hire graduate student research assistants (interns) to assist in the project, including one post-graduate intern who will be based at WCHP.
4. Provide and guidance to the team involved in the project.
5. Collaboratively develop a work plan.
6. Work with VT Program staff to identify data needs and develop data collection/analysis approaches.
7. With VT Program staff, accomplish tasks identified in the scope of work outlined on page 4 of this document (to include the development of a historic preservation training program course curriculum and a preservation ‘fundamentals’ course for the VT Program).
8. Participate in a meeting upon completion of draft curriculum to discuss proposed elements.
9. Prepare a final report for the project.
10. Correspond regularly by email with the NPS Technical Expert/ATR in lieu of periodic or quarterly reports.

11. Fully acknowledge the NPS in any published or formally presented material (PowerPoint presentations, signs and film) developed or derived from this Task Agreement.

D. NPS agrees to:

1. Collaboratively undertake a project titled, “**Development of a Historic Preservation Training Curriculum and Fundamentals Course for the Vanishing Treasures Program.**”
2. Provide financial assistance to the PI. The project budget is incorporated in this agreement.
3. Appoint Lauren Meyer as the NPS ATR.
4. Collaborate and participate in all phases of the project.
5. Collaboratively develop a work plan.
6. Participate in the selection of a long-term intern (more than 6 months), who will be based at WCHP. Provide office space and equipment, as appropriate.
7. Provide cooperators with information required for accomplishing project tasks.
8. Work with UPenn to identify data needs and develop data collection/analysis approaches.
9. Work with UPenn to accomplish all tasks identified in the scope of work.
10. Participate in a meeting upon completion of draft curriculum to discuss proposed elements.
11. Fully acknowledge UPenn in any published or formally presented material (PowerPoint presentations, signs and film) developed or derived from this Task Agreement.

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective on September 1, 2015 and extend through September 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:

Lauren Meyer
Vanishing Treasures Program Manager
National Park Service
Vanishing Treasures Program/Intermountain Regional Office
P.O. Box 728
Santa Fe, NM 87504
505.988.6861
Lauren_Meyer@nps.gov

Technical Expert:

Katherine Wonson
Director, Western Center for Historic Preservation
National Park Service
Vanishing Treasures Program/Intermountain Regional Office
PO Box 170
Moose, WY 83012
307.739.3469
307.739.3471
Katherine_Wonson@nps.gov

Awarding Officer:

Todd Wilson
Financial Assistance Officer
National Park Service
Intermountain Region
12795 W. Alameda Parkway
Lakewood, CO 80228
Phone: 303-969-2303
Fax: 303-969-2786
Email: Kelly_adams@nps.gov

CPCESU Research Coordinator:

Todd Chaudhry, Ph.D.
Research Coordinator
Colorado Plateau Cooperative Ecosystem Studies Unit
National Park Service
Northern Arizona University

PO Box 15018
Flagstaff, AZ 86011
Phone: 928-523-6638
Email: todd_chaudhry@nps.gov

2. **For Recipient:**

Principal Investigator:

Frank Matero
Professor of Architecture/Director, Architectural Conservation Lab
University of Pennsylvania
Department of Historic Preservation, School of Design
102 Meyerson Hall
210 South 34th Street
Philadelphia, PA 19104
Phone: 215.898.3169
Email: fgmatero@design.upenn.edu

Administrative Contact:

Stuart Watson
Associate Director, Research Services
University of Pennsylvania
P-221 Franklin Building
3451 Walnut Street
Philadelphia, PA 19104-6205
Phone: 215-898-9708
Fax: 215-573-6707
Email: wswatson@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 \$90,475 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 disbursed 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-annual submission of a SF-425 Federal Financial Report (FFR) and semi-annual submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 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. Project deliverables include:
1. Completed preservation training needs survey and subsequent data analysis;
 2. Detailed training curriculum and a delivery strategy for the VT Program that is considerate of data collected and VT programmatic mission and goals;
 3. Completed syllabus for a preservation “fundamentals” course for the VT Program; and
 4. Completed final report that includes narratives relevant to all items identified in the project scope of work on page 4 of this document.

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: 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
Title

Date

FOR THE NATIONAL PARK SERVICE



Todd Wilson
Awarding Officer

9/3/15

Date