

Task Agreement Number P15AC01082/UTSA-08

Under

Cooperative Agreement P14AC00921

Between

The United States Department of the Interior

National Park Service

And

The Center for Cultural Sustainability at The University of Texas at San Antonio

DUNS No: 800189185

501 César E. Chávez Blvd.

San Antonio, TX. 78207

CFDA: 15.945

Project Title: **NPS Historic Housing District Historic Structures Report, Bryce Canyon National Park, Utah**

Park Unit: Bryce Canyon National Park (BRCA)

PI: **William A. Dupont, William.Dupont@utsa.edu, (210) 458-3092**

ATR: William J. Stock, jeff_stock@nps.gov, 435 834-4731

Amount of Federal Funds Obligated: **\$39,999**

Total Amount of Task Agreement Award: **\$39,999**

Funding source: (80% REA)

Period of Performance: **July 1, 2015 to September 30, 2016**

Student Involvement: **Yes**

Sensitive Information: **No**

ARTICLE I – BACKGROUND AND OBJECTIVES

Background:

Cooperative Agreement Number P14AC00921 was entered into by and between the Department of the Interior, National Park Service, (NPS), and **The Center for Cultural Sustainability at The University of Texas at San Antonio** (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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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.

Objectives: Utilizing students and professionals, this project will complete a Historic Structures Report for Bryce Canyon National Park’s NPS Old Housing Historic District. The Old Housing District is comprised of eight historic cabins listed on the National Register of Historic Places. These structures were built in the 1930s, and are nationally significant because of their association with the "New Deal Era". They are a significant part of the infrastructure of Bryce Canyon National Park and are currently used to house NPS employees. Previous research was conducted on them as part of their nomination to the National Register, but a Historic Structures Report is needed to provide information crucial to maintaining the structures’ historic fabric and integrity, especially as they are in active seasonal use and require cyclic maintenance. These structures are excellent examples of the “National Park Service rustic” style prevalent during the 1930’s era. The Historic Structures Report will provide comprehensive documentation of the evolution of the historic structures in question, their current condition, possible causes for deterioration, and treatment guidelines.

Project Abstract:

As a partner in the Colorado Plateau Cooperative Ecosystem Studies Unit (CPCESU), The University of Texas at San Antonio’s Center for Cultural Sustainability will complete a Historic Structures Report for Bryce Canyon National Park’s NPS Old Housing Historic District. The project will increase public awareness and support for

historic preservation and stewardship of cultural and historic sites. In addition, the project provides opportunities for youth to gain experience with the process of reporting on historic structures.

ARTICLE II – LEGAL AUTHORITY

54 U.S.C. §101702(a) Cooperative Agreements, Transfer of Services Appropriate Funds

54 U.S.C. §101702(b) Cooperative Agreements, Cooperative Research and Training Programs

54 U.S.C. §100703 Cooperative Study Units

ARTICLE III – STATEMENT OF WORK

A. Statement of Work

Prepare the Historic Housing District Historic Structures Report for Bryce Canyon National Park, Utah. The historic structures report is generally described in National Park Service guidelines, and in the case of the work contemplated at BRCA is expected to include the following:

- The historic structure report (HSR) is the primary guide to the origin, modification, treatment and use of a historic structure. At BRCA a HSR will be prepared for the Old NPS Housing Historic District, one of three historic districts in the park. The HSR will include the following:

The NPS Technical Preservation Services provides guidance for the preparation and use of historic structure reports at:

<http://www.nps.gov/tps/how-to-preserve/briefs/43-historic-structure-reports.htm>

The report is intended to provide managers information about the history and condition of the structures and the specific work needed to, preserve, rehabilitate, restore, or reconstruct them. This information shall include both historical and technical data obtained by different members of the project team and presented as an integrated report in text, photographs, drawings, and tables. The project leader shall ensure that key issues are addressed, information is documented and assimilated in the report findings and discussion, recommendations are clearly presented, and no information is lost or misinterpreted in the compilation process.

In order to integrate the many pieces of information into a coherent and comprehensive whole, the historic structure report is generally organized into two principal sections preceded by a brief introduction that summarizes overall findings and recommendations and provides project administrative data. The main sections of the report shall consist of (1) a narrative that documents the evolution of the building, its physical description, existing condition, and an evaluation of significance; and (2) a discussion of historic preservation objectives, together with recommendations for an overall treatment approach and for specific work. The report shall be supplemented with footnotes or endnotes, bibliography, and appendices of historical documentation and technical data.

Executive Summary: This is a concise account of research done to produce the HSR, major research findings, major issues identified in the task directive, and recommendations for treatment and use. Administrative data on the structures and related studies are included.

Part 1, Developmental and Treatment History, is a comprehensive and detailed scholarly report documenting the evolution of the historic structure - original construction and subsequent modifications and treatment - its current condition, and the past and future anticipated causes of their deterioration. It is based on documentary research and physical examination. (The scope of documentary research may extend beyond the physical development of the structure if needed to clarify the significance of the resource or to refine contextual associations; however, major historical investigation of contextual themes or background information should be conducted as part of a separate historic resource study.)

Part 2, Treatment, presents and evaluates alternative preservation treatments for all features of the historic structure. Emphasis is on preserving extant historic material and resolving conflicts that might result from conflicting treatment approaches and a structure's "ultimate treatment." Part 2 concludes by recommending preservation treatment and use responding to objectives identified by park management.

All aspects of a historic structure and its immediate grounds should be addressed in the report. Potential overlaps with other cultural resource types and natural resource issues should be identified, and applicable studies and reports should be recommended as appropriate. The project will provide benefits beyond the core mission of the National Park service by increasing public awareness and support for historic preservation and stewardship of cultural and historic sites, providing opportunities for youth to learn about environmental issues within Bryce Canyon National Park, motivating youth to become more involved in natural, cultural, and historic conservation efforts, and providing

scientific information to researchers and others related to the natural, cultural, and historic resources of Bryce Canyon National Park

B. Products

- Kick-off meeting with BRCA to clarify technical direction, confirm schedule, and accumulate NPS administrative data (Government Furnished Information). Provide list of tasks and list of resources required.
- Conduct the initial field investigation work with students and professionals (assuming the necessity to generally measure and photographically document structures and relevant surroundings.).
- Conduct field measurements and collect any/housing conditions documentation.
- Conduct the initial documentary research and examinations to determine building
- Complete the preliminary assessments and draft report.
- Confirm that all required documentation has been collected and meet with BRCA constituents (perhaps inclusive of Utah SHPO rep.) and NPS contract specialists to go over condition findings, preliminary treatment plans, etc.
- Preliminary set of drawings and rehab treatment scope of work findings
- Comments of client collected and incorporated into final deliverable submissions.
- Management Summary, Development and Treatment History, and Treatment. Draft set of drawings, treatment directives and appropriate use/maintenance conventions.
- Digital and hardcopy deliverables achieved in accordance with project contract terms.
- Final work products presented to owner.
- All contractual paperwork completed.
- Project completion.
- Provide professional training for students throughout the process.

C. Project schedule and products:

| Deliverables | Finish date | Format |
|--|-------------|-----------------|
| Project Start Date and Kick-off meeting | 08/1/15 | |
| Letter report on findings of Reconnaissance Assessment – August 2015 | 08/31/15 | MS Word and pdf |
| Interim Report with | 12/18/15 | MS Word and pdf |

| | | |
|---|----------|---------|
| Preliminary Findings for Comment – December 2015 | | |
| Draft Final Documents issued for review | 03/31/16 | MS Word |
| Transmission of Digital and Hardcopy Deliverables – June 2016 | 06/30/16 | pdf |
| Project End Date – September 30, 2016 | 09/30/16 | |

D. Government Furnished Information

1. List of BRCA constituents (GFI)
2. Any available housing condition records

E. Recipient agrees to:

Upon completion of the project, by September 30, 2016, the P.I. shall submit to BRCA:

1. Two copies of all field records (notes, drawings, maps, recordings, reports, images, photo logs/worksheets (i.e. for digital images) and raw data.
 - one copy printed or copied onto archival or acid-free quality paper;
 - one copy stored on compact disc, gold-on-gold CD (preferred) or DVD in PDF file format
2. Two copies of digital photographs, submitted on compact discs - gold-on-gold CDs (preferred) or DVDs
 - One compact disc will store the images as TIFF files (to be retained by the park for the Master Copy)
 - One compact disc will store the images as JPEG files (to be retained by the park for the Use Copy)
3. Two copies of Historic Structure Report (HSR) – gold-on-gold CDs (preferred) or DVDs.
 - One copy printed or copied onto archival or acid-free quality paper
 - One compact disc will store the maps as PNG or JPG file, SHP files, and MXD files

D. NPS agrees to:

- Provide housing
- Provide a Point-of-Contact for logistical support
- Provide a POC for consultation for researching archived historic data pertaining to these structures and pertinent to the final report.
- Assist with site visits and other technical and investigative support as needed

ARTICLE IV – TERMS OF AGREEMENT

This Task Agreement will become effective on July 1, 2015 and extend through **September 30, 2016.**

ARTICLE V – KEY OFFICIALS

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

1. **For the NPS:**

Agreement Technical Representative:

William J Stock
Program Analyst
National Park Service
Bryce Canyon National Park
PO Box 640201
Bryce, Utah 84764
435 834-4730 Phone
435 834-4703Fax
Jeff_stock@nps.gov

Technical Expert:

Chad Anderson

Biologist
Deputy Chief of Resource Management
Bryce Canyon National Park
Office: (435) 834-4750
HWY 63, #1 HQ
Bryce, UT 84764

Awarding Officer:

Kelly Adams
Grants Management Specialist
National Park Service
Intermountain Region
12795 W. Alameda Parkway
Lakewood, CO 80228
Phone: 303-969-2303
Fax: 303-969-2786
Email: fa_imr@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:

William A Dupont, FAIA, NCARB
Director, Center for Cultural Sustainability,
University of Texas at San Antonio
College of Architecture, Construction and Planning
501 West Cesar E. Chavez Blvd.
San Antonio, TX 78207
210-458-3092 (office), 210-458-3016 (fax),
william.dupont@utsa.edu

Co-investigator:

James “Rick” Lewis, AIA, NCARB
Senior Lecturer
University at Texas at San Antonio
College of Architecture, Construction and Planning
501 West Cesar E. Chavez Blvd.
San Antonio, TX 78207
210-458-2574 (office), 210-458-3016 (fax)
james.lewis@utsa.edu

Administrative Contact:

Angelika Rocha, MA, CRA
Senior Research Award Coordinator
The University of Texas at San Antonio

Research Service Center - Downtown

Monterrey Building MNT, 1st Floor, Room 1.156

The University of Texas at San Antonio

One UTSA Circle

San Antonio, TX 78249

phone: 210-458-4113, Fax: 210-458-5196

Email: Angelika.Rocha@utsa.edu

B. **Communications.** The 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.** Either the NPS nor the 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 **\$39,999** 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:

- **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's ASAP system.
- **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.

- **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.
- **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.
- **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.
- **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

- 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. NOTE: Financial reports and Performance reports can be quarterly, semi-annually or annually (Awarding Officer discretion – adjust accordingly); however, quarterly is the recommended default due to the transition to ASAP for payments and the increased focus on monitoring.
- 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

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
- C. Project Schedule & Scope of Work

ARTICLE XI - SIGNATURES

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

FOR RECIPIENT

Name

Title

Date

FOR THE NATIONAL PARK SERVICE



Kelly Adams

Awarding Officer

7/29/15

Date