

Task Agreement Number P15AC01017 / USUCP-75

Under

Cooperative Agreement P14AC00921

Between

The United States Department of the Interior

National Park Service

And

Utah State University

DUNS No: 072983455+0000

Attn: Government POC, 2400 Old Main Hall

Logan, UT 84322-0001

CFDA: 15.945

Project Title: Pictograph and Petroglyph Sites Documentation and National Register District Nomination for Dinosaur National Monument (DINO)

Park Unit: Dinosaur National Monument (DINO)

PI: Name: Judson Finley, Title: Assistant Professor, Partner: Utah State University, Address: 0730 Old Main Hill, Logan, Utah 84322-0730, Phone: 435 797-9621, Fax: 435 797-1240, Email: Judson.finley@usu.edu

ATR: Name: Andrew Veech, Title: Archeologist, Address: IMR Archeology Program, P.O. Box 728-0728, Santa Fe, New Mexico 87504, Phone: 505-988-6795, Email: andrew_veech@nps.gov

Amount of Federal Funds Obligated: \$90,000.00

Total Amount of Task Agreement Award: \$90,000.00

Funding source: CRPP Fund 01

Period of Performance: Start Date: July 1, 2015 End Date: September 30, 2018

Student Involvement: Yes

Sensitive Information: Yes

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 Utah State University (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in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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: Pictograph and Petroglyph Sites Documentation and National Register District Nomination for Dinosaur National Monument (DINO)

Project Description:

Pre-contact petroglyph and pictograph sites were previously recorded in the Dinosaur Quarry/Cub Creek/McKee Springs/Echo Park areas of Dinosaur National Monument (DINO) by David Breternitz from the University of Colorado (between 1963 and 1965), the NPS Midwest Archeological Center (MWAC) (between 1981 and 1989), and others. A May 2015 archival search of available archeological site files at DINO by IMR Archeology Program staff identified a total of 45 pictograph and petroglyph sites in those areas of the park. Those include 24 sites in the vicinity of Dinosaur Quarry and Cub Creek (Uintah County, Utah), 7 sites in the vicinity of McKee Springs (Uintah County, Utah), and 14 sites in the vicinity of Echo Park (Moffat County, Colorado). Other presently undocumented petroglyph and pictograph sites likely exist in those vicinities of the park, yet such additional sites could not be identified and tabulated from the available park files.

DINO park management would like to have a National Register Archeological District Nomination prepared for this complex of pictograph and petroglyph sites. The work would include the (re)identification and (re)recording of all pictograph and petroglyph sites in the aforementioned areas—both those previously documented and those presently undocumented. Products from this project would include comprehensive pictograph and petroglyph site documentation and completed Utah State and Colorado State site forms to current State and Archeological standards. The scope of work also includes a literature search and the preparation of a narrative describing both the potential archeological knowledge and the significance of the sites. Finally, all previous work would be used to prepare a National Register Nomination for four discontinuous archeological districts, namely Dinosaur Quarry, Cub Creek, McKee Springs, and Echo Park.

Both the general public and the scientific community will benefit from this project, as it will produce a comprehensive, updated inventory and condition assessment of ≥ 45 pictograph and petroglyph sites situated in four areas of DINO straddling the Utah-Colorado border. These updated site records will be of particular interest to present and future scholars of pre-contact Fremont culture (circa A.D. 200 -1300), as they will greatly add to corpus of existing information about Fremont petroglyphs and pictographs. The general public will benefit from these updated site forms, as the information they contain may be incorporated into additional park brochures, weblinks, and interpretive panels explaining DINO petroglyphs and pictographs.

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:

Pre-contact petroglyph and pictograph sites were previously recorded in the Dinosaur Quarry/Cub Creek/McKee Springs/Echo Park areas of Dinosaur National Monument (DINO) by David Breternitz from the University of Colorado (between 1963 and 1965), the NPS Midwest Archeological Center (MWAC) (between 1981 and 1989), and others. A May 2015 archival search of available archeological site files at DINO by IMR Archeology Program staff identified a total of 45 pictograph and petroglyph sites in those areas of the park. Those include 24 sites in the vicinity of Dinosaur Quarry and Cub Creek (Uintah County, Utah), 7 sites in the vicinity of McKee Springs (Uintah County, Utah), and 14 sites in the vicinity of Echo Park (Moffat County, Colorado). Other, presently undocumented petroglyph and pictograph sites likely exist in those vicinities of the park, yet such additional sites could not be identified and tabulated from the available park files.

DINO park management would like to have a National Register Archeological District Nomination prepared for this complex of pictograph and petroglyph sites. The work would include the (re)identification and (re)recording of all pictograph and petroglyph sites in the aforementioned areas—both those previously documented and those presently undocumented. Deliverables from this project would include comprehensive pictograph and petroglyph site documentation and completed Utah State and Colorado State site forms to current State and Archeological standards. The scope of work also includes a literature search and the preparation of a narrative describing both the potential archeological knowledge and the significance of the sites. Finally, all previous work would be used to prepare a National Register Nomination for four discontinuous archeological districts, namely Dinosaur Quarry, Cub Creek, McKee Springs, and Echo Park.

Utah State University researchers will relocate, document, and record no fewer than 45 pre-contact petroglyph and pictograph sites in the Dinosaur Quarry, Cub Creek, McKee Springs, and Echo Park areas of DINO, located in Uintah County, Utah and Moffat County, Colorado. The sites will be recorded to current archeological standards on current State of Utah and State of Colorado archeological site forms (<http://heritage.utah.gov/history/archaeology-records>; <http://www.historycolorado.org/archaeologists/survey-inventory-forms>). From the archival research and fieldwork documenting the ≥ 45 DINO petroglyph and pictograph

sites a narrative will be written explaining why the sites are significant to the understanding of the culture history of both DINO and the Northern Colorado Plateau. A National Register Nomination for an Archeological District composed of the four aforementioned, discontinuous DINO areas (i.e., Dinosaur Quarry, Cub Creek, McKee Springs, and Echo Park) will be prepared to be submitted by the National Park Service to the Utah State Historic Preservation Officer (SHPO) and the Colorado SHPO. The project will provide cultural resources training opportunities for Utah State University undergraduate and graduate students and DINO staff responsible for the protection and interpretation of the Monument's cultural resources.

B. Project schedule and products:

Products from this work will include the following;

Conduct a literature search for all available data on the ≥ 45 petroglyph and pictograph sites located in the Dinosaur Quarry, Cub Creek, McKee Springs, and Echo Park areas of DINO, situated in Uintah County, Utah and Moffat County, Colorado. Site forms, survey reports, excavation reports and other site documentation are for the most part located at DINO Resources Office in Jensen, Utah. This information will support a narrative on the significance and potential significance of the aforementioned petroglyph and pictograph sites. Also prepare an annotated bibliography of all available field notes, reports, and documents relating to those sites.

Relocate and document the previously documented petroglyph and pictograph sites on current Utah State archeological site forms and Colorado State archeological site forms to current standards (<http://heritage.utah.gov/history/archaeology-records>; <http://www.historycolorado.org/archaeologists/survey-inventory-forms>). After review of the respective forms by the Utah SHPO and Colorado SHPO make any necessary changes so that the site forms are accepted by the respective SHPOs.

Prepare a narrative report that examines the Dinosaur Quarry, Cub Creek, McKee Springs, and Echo Park petroglyph and pictograph sites. The narrative should put the sites into the context of both area and regional culture history. The narrative also needs to fully examine the significance of the sites for what they have yielded and can yield to our knowledge of area and regional culture history.

Using National Register standards and in consultation with both the Utah and Colorado SHPOs complete a National Register nomination for an archeological district composed of four discontinuous areas within DINO—namely, Dinosaur Quarry, Cub Creek, McKee Springs, and Echo Park.

The recipient will include appropriate maps and photographs as part of both site forms and a professional report. Maps are to include 24k images illustrating the

boundaries of all inventoried areas and the locations of all identified pre-contact petroglyph and pictograph sites ($n \geq 45$) with corresponding site boundaries. Site plan-view and profiles maps will be drawn to an appropriate scale determined for each documented site and will include all petroglyph/pictograph panels and individual glyphs/motifs/elements, a representation of local topography; a description of the rock surfaces on which the pictographs/petroglyphs occur; and modern impacts such as roads, trails, etc. Photographs are to include project and site overviews and petroglyph /pictographs close-up images.

Professional Reports. The recipient will complete a professional report detailing the results of the archeological research. The professional report is to include background sections covering the natural environment, archeological history, and ethnography/ethnohistory of the project area. The professional report is a collation of all site forms, evaluations, and maps generated as part of the fieldwork that will be submitted to DINO staff, the Utah SHPO, and the Colorado SHPO.

The recipient will provide to DINO and the IMR Regional Geographic Resources Division (IMR GIS) all GIS data and metadata documenting survey area boundaries and petroglyph/pictograph site locations. These data will be provided in Universal Transverse Mercator (UTM) Zone 12N North America Datum of 1983 (2011 epoch.) These data will be provided in Esri shapefile or File Geodatabase version 10.x. All data layers will have Federal Geographic Data Committee compliant metadata (documentation can be found at https://www.fgdc.gov/metadata/documents/workbook_0501_bmk.pdf). Data will include the minimum attributes as published by IMR GIS, *IMR General Data Standard*, for each dataset or feature class. The documentation can be found at <http://imgis.nps.gov/#Data>. These data are to be incorporated into future DINO GIS for both natural and cultural resources.

This project will provide cultural resources training for students at Utah State University and DINO staff. Participants will receive training in archeological field methods pertinent to cultural resource management.

Utah State University and the project principal investigator shall maintain all sensitive project data (i.e., geospatial information) on a secure university computer and will not release those data to any individuals other than appropriate personnel of the NPS, Colorado SHPO, and Utah SHPO. At the conclusion of the project, Utah State University and the principal investigator shall relinquish all sensitive project data to DINO management.

Timeline and Dates:

Project Start Date – July 1, 2015

Investigator's Annual Report (IAR) – September 30, 2015

Investigator's Annual Report (IAR) – September 30, 2016

Completion of Archeological fieldwork – September 30, 2017

Database, Collections/Specimens, Archives, and Maps provided to the NPS ATR or Technical Expert – June 30, 2018

Draft Utah State and Colorado State Archeological Site forms – *March 31, 2018*

Final Utah State and Colorado State Archeological Site forms – *June 30, 2018*

Draft Final Report – March 31, 2018

Final Report – June 30, 2018

Draft National Register Archeological District Nomination form – June 30, 2018

Final National Register Archeological District Nomination form – *September 30, 2018*

Final SF-425 (FFR) is due no later than 90 days after the project end date.

C. Recipient agrees to:

Conduct a literature search for all available data on the ≥ 45 petroglyph and pictograph sites located in the Dinosaur Quarry, Cub Creek, McKee Springs, and Echo Park areas of DINO, situated in Uintah County, Utah and Moffat County, Colorado. Site forms, survey reports, excavation reports and other site documentation are for the most part located at DINO Resources Office in Jensen, Utah. This information will support a narrative on the significance and potential significance of the aforementioned petroglyph and pictograph sites. Also prepare an annotated bibliography of all available field notes, reports, and documents relating to those sites.

Relocate and document the previously documented petroglyph and pictograph sites on current Utah State archeological site forms and Colorado State archeological site forms to current standards. After review of the respective forms by the Utah SHPO and Colorado SHPO make any necessary changes so that the site forms are accepted by the respective SHPOs.

Prepare a narrative report that examines the Dinosaur Quarry, Cub Creek, McKee Springs, and Echo Park petroglyph and pictograph sites. The narrative should put the sites into the context of both area and regional culture history. The narrative also

needs to fully examine the significance of the sites for what they have yielded and can yield to our knowledge of area and regional culture history.

Using National Register standards and in consultation with both the Utah and Colorado SHPOs complete a National Register nomination for an archeological district composed of four discontinuous areas within DINO—namely, Dinosaur Quarry, Cub Creek, McKee Springs, and Echo Park.

The recipient will include appropriate maps and photographs as part of both site forms and a professional report. Maps are to include 24k images illustrating the boundaries of all inventoried areas and the locations of all identified pre-contact petroglyph and pictograph sites ($n \geq 45$) with corresponding site boundaries. Site plan-view and profiles maps will be drawn to an appropriate scale determined for each documented site and will include all petroglyph/pictograph panels and individual glyphs/motifs/elements, a representation of local topography; a description of the rock surfaces on which the pictographs/petroglyphs occur; and modern impacts such as roads, trails, etc. Photographs are to include project and site overviews and petroglyph /pictographs close-up images.

Professional Reports. The recipient will complete a professional report detailing the results of the archeological research. The professional report is to include background sections covering the natural environment, archeological history, and ethnography/ethnohistory of the project area. The professional report is a collation of all site forms, evaluations, and maps generated as part of the fieldwork that will be submitted to DINO staff, the Utah SHPO, and the Colorado SHPO.

The recipient will provide to DINO all GIS metadata documenting survey area boundaries and petroglyph/pictograph site locations. These data are to be incorporated into future DINO GIS for both natural and cultural resources.

D. NPS agrees to:

1. IMR Archeology Program personnel and DINO staff will collaborate and jointly participate in reviewing and/or modifying the project proposal, field data and site forms, and draft reports.
2. DINO staff will jointly participate in accomplishing the project. DINO staff will be present and participate during implementation of the fieldwork. IMR Archeology Program personnel will make at least one site visit to DINO during the course of the fieldwork to observe and assess the methods of petroglyph/pictograph site documentation.

3. DINO involvement is anticipated prior to project implementation to insure legal compliance with environmental protection (NEPA) and cultural protection (Section 106 of the NHPA and NAGPRA), as well as obtaining any necessary permits.
4. Joint participation is anticipated in the development of interpretive messages presented in various interpretive media (videos, waysides, brochures, etc.).

ARTICLE IV – TERM OF AGREEMENT

This Task Agreement will become effective as of Effective Date (box 3) on Obligation Document or date of final signature whichever is later and extend through September 30, 2018.

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:

Name Andrew S. Veech, Ph.D.

Title Archeologist

National Park Service

Office/Department Intermountain Region Archeology Program

Address P.O. Box 728-0728

City, State Zip Santa Fe, NM 87504

Phone 505-988-6795

Fax 505-986-5202

Email andrew_veech@nps.gov

Technical Expert: (if appropriate)

Name George M. Prothro
Title Archeologist
National Park Service
Office/Department Intermountain Region Archeology Program
Address P.O. Box 728-0728
City, State Zip Santa Fe, NM 87504
Phone 505-988-6074
Fax 505-986-5202
Email george_prothro@nps.gov

Awarding Officer:

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

CPCESU Research Coordinator:

Todd Chaudhry, Ph.D.
Research Coordinator
Colorado Plateau Cooperative Ecosystem Studies Unit
National Park Service
Northern Arizona University
PO Box 15018
Flagstaff, AZ 86011
Phone: 928-523-6638
Email: todd_chaudhry@nps.gov

2. **For Recipient:**

Principal Investigator:

Name Judson B. Finley, Ph.D.
Title Assistant Professor
Recipient Utah State University
Office/Department Department of Sociology, Social Work, and Anthropology
Address 0730 Old Main Hill
City, State Zip Logan, UT 84322-0730
Phone 435-797-9621
Fax
Email Judson.finley@usu.edu

Administrative Contact:

Name Kellie Hedin
Title Senior Grant and Contract Officer
Recipient Utah State University
Office/Department Office of Research and Graduate Studies
Address 1415 Old Main Hill
City, State Zip Logan, UT 84322-1415
Phone 435-797-0470
Fax 435-797-3543
Email kellie.hedin@usu.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 \$90,000.00 for the work described in Article III and in accordance with the approved budget (Attachment A). Any award beyond the current fiscal year is subject to availability of funds.
- B. Recipient shall request payment in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury’s ASAP system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the FA Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting payment requests for available cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the U.S Treasury ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior Agency (NPS) approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they

submit a request for payment. The Recipient must then notify the NPS Awarding Officer identified on the Assistance Agreement that a payment request has been submitted. The NPS Awarding Officer may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

ARTICLE VII – REPORTS AND/OR DELIVERABLES

- A. Specific projects or activities within this agreement will be tracked and reported by quarterly submission of a SF-425 Federal Financial Report (FFR) and quarterly submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. For final the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS Awarding Officer with a copy to the NPS Agreements Technical Representative via email.
- B. An electronic version of the final report and separate abstract suitable for public distribution will be submitted by the Recipient to the ATR. The ATR will send the final report electronically to NPS's Technical Information Center and carbon-copy the CESU Research Coordinator. Please send Catherine Kisluk at Technical Information Center (TIC) one hard copy and one digital copy of the final report and abstract. Mail the hard copy to: NPS Technical Information Center (TIC) 12795 West Alameda Parkway, Lakewood, Colorado 80228
Attn: Catherine Kisluk and email the digital version to catherine_kisluk@nps.gov and cc the CESU Research Coordinator.

If the report does not contain sensitive material, the Research Coordinator will send it to the host university for posting on the CESU website. If it does contain sensitive material, then a brief abstract must be supplied that will be posted on the CESU website.

ARTICLE VIII – MODIFICATION AND TERMINATION

This Task Agreement may be modified at any time, prior to the expiration date, by the mutual concurrence of the Recipient and the NPS. Modifications will be in writing, approved and signed by the NPS Awarding Officer and the Recipient’s signatory official.

ARTICLE IX – GENERAL PROVISIONS

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

- a) **Administrative Requirements:**

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

- b) **Determination of Allowable Costs:**

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

- and

- c) **Audit Requirements:**

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

ARTICLE X – MINIMUM WAGES UNDER EXECUTIVE ORDER 13658(January 2015)

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

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

“Worker”—

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

- (i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
 - (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 C.F.R. § 541](#),
 - (iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.
- (2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#).
- (3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (b) *Executive Order Minimum Wage rate.*
- (1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
 - (2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
 - (3) (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

- (ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.

- (iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

- (4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

- (7) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 C.F.R. § 10.23](#), Deductions.

- (8) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

- (9) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

- (10) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

- (11) The Recipient shall follow the policies and procedures in [29 C.F.R. § 10.24\(b\)](#) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

- (c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
 - (i) Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. § 213\(a\)](#) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(a\)](#).

(B) Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(b\)](#).

(C) Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. § 213\(a\)\(1\)](#) and [29 C.F.R. § part 541](#)).

(d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of [29 C.F.R. § 10.26](#) and this agreement . Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in [29 C.F.R. § 10.51](#), Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at [29 C.F.R. § 10](#). Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

(k) *Subawards.* The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

ARTICLE XI- ATTACHMENTS

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

- A. Detailed Budget
- B. 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

6/30/15

Date