

**Task Agreement Number P15AC01364/USUCP-77**

Under

Cooperative Agreement P14AC00921

Between

The United States Department of the Interior

National Park Service

And

Utah State University

DUNS No: 072983455 USU

5210 Old Main Hill

Logan, UT 84322-5210

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CFDA: 15.945

Project Title: Monitoring channel change and sediment dynamics within Big Bend National Park

Park Unit: Big Bend National Park/ Rio Grande Wild and Scenic

PI: John C. Schmidt, [jack.schmidt@usu.edu](mailto:jack.schmidt@usu.edu), 435-797-1791

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Amount of Federal Funds Obligated: \$86,462

Total Amount of Task Agreement Award: \$86,462

Funding source: Chihuahuan Desert Inventory and Monitoring Network and Border Account

Period of Performance: September 1, 2015- 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 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shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement.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: Monitoring channel change and sediment dynamics within Big Bend National Park**

**Project Description:** The purpose of this task agreement is to continue the current geomorphologic measurement programs in Big Bend National Park, develop hypotheses regarding century-scale channel change in Boquillas and the Lower Canyons of the Rio Grande, develop and test a monitoring protocol for assessing the rate of on-going channel change that is based on published and new research findings, and maintain monitoring infrastructure currently deployed along the Rio Grande channel. Current geomorphologic investigations and associated infrastructure were put in place by Utah State University for the purpose of monitoring ever-changing Rio Grande channel conditions. Doing so provides an indirect assessment of aquatic habitat availability, improves forecasting the area of inundation during flood conditions, and helps the Park Service develop plans for mitigation of flood damage. These investigations rely heavily on the monitoring of evolving channel and floodplain geometry and maintaining continuous monitoring instrumentation. Maintenance requires monthly site visits. This project is an essential component of a joint US Geological Survey/Utah State University program monitoring the large-scale fine sediment dynamics of the Rio Grande in the Big Bend and complements real time measurements of suspended fine sediment transport made at the upstream and downstream ends of the national park. This task agreement provides the essential measurements that allow reach-scale interpretations of the mass balance estimates determined by measuring suspended sediment flux. Linking the NPS monitoring with the USGS project will provide an explicit link among river flows, river management decisions, and river resource conditions.

An additional purpose of this task agreement is to develop new working hypotheses regarding the geomorphic history of Boquillas and the Lower Canyons, especially focused on identifying similarities and differences with existing models and hypotheses of channel change proposed by Dean and Schmidt (2011, 2013) and Dean et al. (2011). The work proposed here will initiate new studies in the distribution and temporal changes of alluvial deposits in canyons and especially focus on defining the interplay between very large floods and low flows in resetting and/or narrowing channel size. Another component of this work will be integrating previous survey data at vegetation/geomorphology monitoring sites to develop stage-discharge relations at these sites. Such work may include the application of numerical flow models to define the location of hydraulic controls that affect water stage during large floods. This information will provide the basis for determining the relative impacts of hydrology and vegetation management within Boquillas Canyon in relation to activities upstream near Rio Grande Village and Castolon.

The NPS will participate in overall project management. The NPS and cooperator will jointly develop, review, and modify project proposals, data, and reports: The NPS will provide up to 120 hours of field assistance and project supervisory assistance. NPS will review distributional project reports before circulation. The NPS will provide all river logistical support on the project. The NPS will ensure that project activity (installation of additional river gauges, etc.) is in compliance with NEPA, NHPA, and other applicable laws. The project will engage recipients and partners in shared environmental stewardship. The scientific community and researchers external to NPS will gain by new knowledge provided through this research and related results by dissemination of natural, cultural, and/or historical resource information.

## **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: This project is a continuation of an I&M vital signs monitoring program for the Rio Grande to monitor current geomorphologic and channel conditions in Big Bend National Park and also to maintain monitoring infrastructure deployed in the Rio Grande. Current geomorphologic investigations are being conducted by Utah State University for the purpose of improving flood forecasting, flood mitigation, and to monitor Rio Grande channel and habitat conditions. These investigations rely heavily on continuous monitoring instrumentation that must be maintained and repaired on a monthly basis. This project extends monitoring into the 2016 calendar year
- 1) Survey established Rio Grande cross-sections to monitor geomorphic condition. Established monitoring reaches include Hot Springs Canyon, Castolon, and Solis. These reaches include 6 km upstream from Rio Grande Village, where vegetation is mechanically removed, 2.5 km upstream from Cottonwood Campground near Castolon, where the tamarisk beetle has been introduced, and 1.5 km in the vicinity of the Solis takeout where vegetation is unmanaged.
  - 2) Surveys will be used to investigate rates of channel narrowing following erosion from a very large flood in September 2008, compare rates of geomorphic change among vegetated reaches and reaches where non-native vegetation is removed, and construct 1-dimensional hydraulic models to predict flood stage and analyze how vegetation influences channel roughness.
  - 3) Conduct standard depth-integrated suspended-sediment sampling per USGS protocols from a boat during high flows. Sample collection will be conducted using the equal-width-increment method, in order to develop and maintain acoustic instrument calibration. Clean and maintain sampling gear and watercraft. Label and ship samples to GCMRC following collection.
  - 4) Maintain acoustic instrumentation at two continuously monitoring suspended-sediment stations, which includes: the regular downloading of acoustic instruments, trouble-shooting electronic malfunctions, repairing and replacing cables, chargers, and conduit, removing and redeploying instruments as necessary to a specified precision, (Edwards – lead responsibility).
  - 5) Maintain automatic pump samplers at the two Rio Grande monitoring stations, and at two tributary sites (Terlingua and Tornillo Creeks), and maintain an

- automatic stage sensor on Tornillo Creek. Collect and replace bottles from sampling carousel, document sampling times and frequencies, program sampler timing and frequency, replace hoses, sampling tubes, and conduit as necessary, download and check stage data from SR-50 sensor, ship samples to GCMRC. (Edwards – lead responsibility).
- 6) Initiate an investigation of the geomorphic history of Boquillas Canyon, focused on aerial photograph comparisons and interpretations of alluvial stratigraphy. Funding provided in this agreement will allow this project to begin and will result in development of a long-term research proposal. Completion of a complete masters thesis on this topic will require supplemental support from various sources.
  - 7) Estimate water surface elevations during large and small floods in order to develop flow models and stage discharge relations for selected sites in Boquillas Canyon.
  - 8) Assess the relative impacts of vegetation management and hydrology on channel morphology in Boquillas Canyon.
  - 9) Develop a formal monitoring protocol for monitoring geomorphic change of the Rio Grande in the Big Bend, based on published research, new research, and revision of existing protocols presently used on the Colorado River.

B. Project schedule and products:

*Project Start Date – September 1, 2015*

*Investigator’s Annual Report (IAR) – March 1, 2016*

*Draft Monitoring Protocol – March 15, 2016*

*Database, Collections/Specimens, Archives, and Maps provided to the NPS ATR or Technical Expert – October 1, 2016*

*Draft Final Report– March, 1 2017*

*Final Report – June 30, 2017*

*Project End Date – June 30, 2017*

C. Recipient agrees to:

1. Develop and test a geomorphic monitoring protocol for the Big Bend reach of the Rio Grande
2. Survey Rio Grande cross-sections to monitor geomorphic change. Survey reaches include: 6 km upstream from Rio Grande Village, where vegetation is mechanically removed, 2.5 km upstream from Cottonwood Campground near Castolon, TX, and 1.5 km near the Solis takeout where vegetation is unmanaged.

3. Using surveys, summarize rates of channel narrowing that have occurred since a large flood in September 2008.
  4. Compare rates of geomorphic change among vegetated reaches and reaches where non-native vegetation is removed.
  5. Maintain pressure transducers in the three study reaches to accurately obtain water-surface measurements and water surface slopes in these reaches and calibrate 1-dimensional hydraulic models.
  6. Maintain all acoustic instrumentation, automatic pump samplers, and stage sensors associated with suspended-sediment monitoring of the Rio Grande and its tributaries. This is done with oversight by the USGS GCMRC.
  7. Initiate investigation of the geomorphic history of Boquillas Canyon from the Entrance Bar (IBWC river mile 805.5) to Site 14 (IBWC river mile 788.5).
  8. Develop flow models and stage discharge relations at selected sites.
  9. Deliver according to the attached schedule, progress reports and final report including description of methods, project maps, cross sections, measurements of channel width in the vegetation treatment reaches and non-treatment reach, geomorphic changes observed at monitoring cross sections in the Castolon and Rio Grande Village reaches, stage-discharge rating relations collected from the USGS gages, pressure transducers, and stage plates, the calibrated 1-dimensional hydraulic models for all three reaches, raw data, and field notes. GIS data will be provided in NAD83 datum.
- D. NPS agrees to:
1. Provide financial assistance as provided for in Article V. P
  2. For the geomorphic monitoring protocol development and testing, BIBE will provide a technical advisor and CHDN will provide a coordinating advisor.
  3. In conjunction with the cooperator, participate in document development.
  4. Provide logistical support, such as equipment and supplies including the use of a government owned vehicles and boats if considered appropriate by NPS staff
  5. Provide USU staff occasional access to office space, telephone, and computer access at Science and Resource Management offices during normal business hours.
  6. Provide USU access to partner housing and meeting facilities within Big Bend National Park

#### **ARTICLE IV – TERM OF AGREEMENT**

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

Name: Jeffery Bennett  
Title: Physical Scientist  
National Park Service  
Office/Department Big Bend National Park/Rio Grande Wild and Scenic  
River  
Address PO Box 129,  
City, State Zip Big Bend National Park, TX 79834  
Phone 432-837-9964  
Fax 432-477-1152  
Email Jeffery\_bennett@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: John (Jack) C. Schmidt  
Title: Professor  
Recipient: Utah State University  
Office/Department: Watershed Sciences Department  
Address: 5210 Old Main Hill  
City, State Zip: Logan, UT 84322-5210  
Phone 435-797-1791  
Fax 435-797-1871  
Email [jack.schmidt@usu.edu](mailto:jack.schmidt@usu.edu)

Administrative Contact:

Name: Kellie Hedin  
Title: Senior Grant and Contract Officer  
Recipient *Utah State University*  
Office/Department *Sponsored Programs Office*  
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](mailto: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 \$86,462 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. NOTE: Financial reports & 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.
- 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](mailto: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.*

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](http://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](http://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

**FOR THE NATIONAL PARK SERVICE**



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Todd Wilson  
Awarding Officer

9/3/15

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Date