



U.S. Department  
of Transportation  
**Pipeline and Hazardous  
Materials Safety  
Administration**

1200 New Jersey Avenue SE  
Washington DC 20590

# Pipeline Safety

## 2010 One Call Progress Report - Final

for

**NORTH DAKOTA PUBLIC SERVICE COMMISSION**

**Please follow the directions listed below:**

1. Review the entire document for completeness.
2. Review and have an authorized signatory sign, date and provide a title on the signature page.  
(Next page)
3. Review and have an authorized signatory sign and date block 13 of the SF-270 form.  
(Last page)
4. Fasten all pages with a paper or binder clip - no staples please as this package will be scanned upon it's arrival at PHMSA.
5. Mail the entire document, including this cover page to the following:

**ATTN: Gwendolyn M. Hill  
U.S. Department of Transportation  
Pipeline & Hazardous Materials Safety Administration  
Pipeline Safety, PHP-50  
1200 New Jersey Avenue, SE Second Floor E22-321  
Washington, D.C. 20590**

**FedSTAR Information**

Electronic Submission Date: 1/4/2011 10:07:56 AM

**23 GS-09-681 Filed: 1/4/2011 Pages: 13**  
**2010 One Call Progress Report - Final**



Pipeline and Hazardous Materials Safety Administration  
 1200 New Jersey Avenue, SE  
 Washington DC 20590

OFFICE OF PIPELINE SAFETY

2010 One Call Progress Report - Final

Office: NORTH DAKOTA PUBLIC SERVICE COMMISSION

Contact: Fahn, Patrick

Total Amount of 2010 One Call Grant provided: \$10,000.00

Priority	Title	Actual Expenses
3	Damage Prevention Awareness - Billboard advertising	\$10,000.00
<b>Totals</b>		<b>\$10,000.00</b>

*Patrick Fahn*

Authorized Signature

*January 4, 2011*

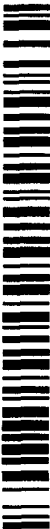
Date

*Director, Compliance and Competitive Markets*

Title

**For internal purposes only:**

One Call Allocation:	\$10,000.00
One Call Allocation Expenditures:	\$10,000.00
<b>Amount to be reduced from the Year End Payment:</b>	<b>\$0.00</b>



**Priority: 3 Title: Damage Prevention Awareness - Billboard advertising**

**Amount of One Call Grant expended in 2010 on this project: \$10,000.00**

**How were the 2010 One Call Grant Funds Expended?**

Funding provided for 20 "Always Call Before You Dig, 811 Know What's Below, Call Before You Dig" billboards placed across the state of North Dakota to improve damage prevention awareness. The effectiveness of the 2010 One Call Damage Prevention Project is difficult to judge. Chad Olson, representative from North Dakota One Call, stated he has seen the billboards around the state and they are very well done, catch your eye and present the desired message. He has heard from several other individuals who have seen the billboards and they took the time to mention that they are effective, unlike newspaper ads that were tried a few years ago that no one seemed to notice or take the time to mention.

Billboards were placed in the major markets in North Dakota with billboards in each of the following cities: Beulah, Bismarck (2), Bowman, Carrington, Devils Lake, Dickinson, Fargo (2), Garrison (2), Grand Forks, Jamestown, Mandan, Minot (2), Rugby, Valley City, Wahpeton, and Williston. The billboards displayed the 811 number along with the website of North Dakota One Call and the 800 number. The advertising ran 30 days at each billboard location.

**Did you buy any equipment? No**

**Did you use a Contractor including a One Call Center that is not a State Agency to perform a function on the State's behalf for this project? Yes**

**If your answer to the above question is YES then did you provide a copy of the contract to PHMSA? No**



**REQUEST FOR ADVANCE  
OR REIMBURSEMENT**

(See instructions on back)

OMB APPROVAL NO.

0348-0004

PAGE

OF

1. TYPE OF PAYMENT REQUESTED

a. "X" one or both boxes

ADVANCE

REIMBURSEMENT

b. "X" the applicable box

FINAL

PARTIAL

BASIS OF REQUEST

CASH

ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

DOT/PHMSA/Office of the Pipeline Safety

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

DTPH56-10-G-PHPC24

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

45-0309764

7. RECIPIENTS ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST

FROM (month, day, year)

1/1/2010

To (month, day, year)

4/30/2011

9. RECIPIENT ORGANIZATION

Name: NORTH DAKOTA PUBLIC SERVICE COMMISSION

Number and Street: 600 E. BOULEVARD DEPARTMENT 408,

City, State and ZIP Code: Bismarck, ND, 58505-0408

10. PAYEE (Where check is to be sent if different than item 9)

Name: NORTH DAKOTA PUBLIC SERVICE COMMISSION

Number and Street: 600 E Boulevard - Dept 408

City, State and ZIP Code: Bismarck, ND 58505-0480

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES	(a) Direct Costs	(b) Indirect Costs	(c)	TOTAL
a. Total program outlays to date (As of date)				\$10,000.00
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)				
d. Estimated net cash outlays for advance period				
e. Total (Sum of line c & d)				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal Payments previously requested				
i. Federal share now requested (Line g minus line h)				
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	

AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

STANDARD FORM 270 (Rev. 7-97)

Prescribed by OMB Circulars A-102 and A-110

13.

**CERTIFICATION**

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL <i>Patrick Fahn</i>	DATE REQUEST SUBMITTED 1/4/2011
	TYPED OR PRINTED NAME AND TITLE Fahn, Patrick Director, Compliance and Competitive Markets	TELEPHONE (AREA CODE, NUMBER, EXTENSION) 701-328-4077

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**INSTRUCTIONS**

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

- | <u>Item</u> | <u>Entry</u>   | <u>Item</u> | <u>Entry</u>  |
|-------------|--|-------------|---|
| 2           | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.  |             | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.  |
| 4           | Enter the Federal grant number, or other identifying number assigned by the federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. | 11a         | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 4           | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.   | 11b         | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.  |
| 7           | This space is reserved for an account number or other identifying number that may be assigned by the recipient.  | 11d         | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.  |
| 8           | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.  | 13          | Complete the certification before submitting this request.  |
|             | The Federal sponsoring agencies have the opinion of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.  |             |   |
| 11          | The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or   |             |   |

STANDARD FORM 270 (Rev 7-97) BACK

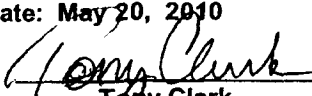
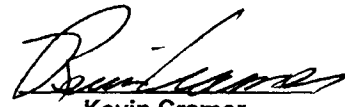

**One Call Progress Report Attachments**




RECEIVED

NORTH DAKOTA PUBLIC SERVICE COMMISSION  
ADMINISTRATION DIVISION  
PERSONAL SERVICE CONTRACT  
SFN 53824 (7/2003)

MAY 26 2010

<b>Administrator:</b>		State of North Dakota Public Service Commission 600 E. Boulevard Avenue Bismarck, ND 58505-0480 Phone: (701) 328-2400		<b>PUBLIC SERVICE COMMISSION</b>	
<b>Date:</b> May 20, 2010					
 Tony Clark Commissioner		 Kevin Cramer Chairman		 Brian P. Kalk Commissioner	

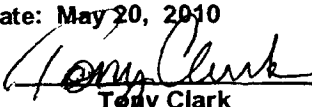
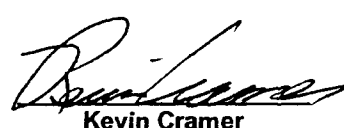

<b>Contractor</b>		
Newman Outdoor Advertising		
<b>Name</b>		
PO Box 60	Bismarck, ND 58502	
<b>Address</b>	<b>City/State/Zip</b>	<b>Phone</b>
Bruce Strinden	Account Exec.	
<b>Typed Name</b>	<b>Title</b>	
	5-24-2010	
<b>Signature</b>	<b>Date</b>	

<b>Agreement Information</b>	
PSC Case No.:	GS-09-681
Contract No.:	PU-594-10
Start Date:	Upon Signing
End Date:	December 31, 2010
Program Title:	
<b>Type of Contract:</b>	( ) Fixed Price ( ) Cost Reimb. (X) Unit Price ( ) Other

<b>Budget Information</b>	
Cost Center:	
Services:	\$
Optional on-site review:	
Expenses:	
Not to exceed:	\$10,000
<b>Type of Contractor:</b>	( ) Individual (X) Corporation ( ) Partnership ( ) Public Agency ( ) Nonprofit Organization ( ) Other - Joint Venture

This contract is entered into between the State of North Dakota acting through its Public Service Commission (State) and Newman Outdoor Advertising (Contractor). This contract consists of this sheet and general provisions.

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 ADMINISTRATION DIVISION  
 PERSONAL SERVICE CONTRACT  
 SFN 53824 (7/2003)**

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<b>Date:</b> May 20, 2010	 Tony Clark Commissioner	 Kevin Cramer Chairman
	 Brian P. Kalk Commissioner	

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Newman Outdoor Advertising		
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Services:	\$ _____
Optional on-site review:	_____
Expenses:	_____
Not to exceed:	\$10,000
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## GENERAL PROVISIONS

### CONTRACTUAL FEATURES

1. TERMS AND CONDITIONS

The terms and conditions of this contract include the terms and conditions of Invitation to Bid GS-09-691 and Contractor's response to invitation to bid, attached by their reference here.

2. SCOPE OF SERVICE

Contractor will provide North Dakota One Call billboard advertising in each of the following locations: Fargo (2), Bismarck (2), Grand Forks, Minot (2), Mandan, Dickinson, Jamestown, Williston, Wahpeton, Devils Lake, Valley City, Beulah, Rugby, Carrington, Bowman, Watford City, and Stanley

3. COMPENSATION

State will not make any advance payments before performance by Vendor under this contract. State shall pay Vendor the hourly rates and charges as stated in Vendor's 2008 Fee Schedule included in Vendor's response to RFP number 08-115 for completing the scope of service. State will not make payment until an invoice is received and approved by the project manager. Each invoice must include the hours worked, the hourly rate charged, tasks completed, and total bill amount.

Total payment for services in a specific case will be defined by the contract in the specific case.

4. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this agreement is a one-time agreement, and acknowledges that it has received no assurances that State may extend this agreement beyond its expiration date.

5. VENDOR ASSURANCES

This agreement will be construed according to the laws of the State of North Dakota. In connection with furnishing supplies or performing work under this agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this agreement including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, the Drug Abuse Prevention Treatment and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disability Act of 1990, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992 and the Pro-Children Act of 1994.

By signing this agreement, Vendor certifies that neither Vendor, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the State or Federal Government.

Vendor must be an approved Vendor with the Office of Management and Budget within the State of North Dakota as required by North Dakota Century Code section 54-44.4-09.

6. AUTHORITY TO CONTRACT

Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this agreement, and incorporates this agreement, together with its attachments as appropriate. Vendor agrees to be solely responsible for the performance of any subcontractor. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

7. INDEPENDENT ENTITY

Vendor shall perform as an independent entity under this agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's activities and responsibilities under this agreement.

8. NONPERFORMANCE

Failure by Vendor to perform the terms of this agreement constitutes a breach of contract and will result in the immediate termination of the agreement. If there is a termination for breach by Vendor, State may retain, as liquidated damages, any payment to be made under this agreement which remains unpaid at the time of the breach and may also recover from Vendor those amounts already paid for individual items of work which are incomplete at the time of the breach.

If a breach by Vendor renders the agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the agreement will be terminated. In the event of a breach by Vendor in such circumstances, State may set off, against any liability or obligations owed to Vendor under this agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach. State is not entitled to liquidated damages if the agreement is terminated because of a breach by Vendor, which is beyond the control of Vendor.

State shall give written notice of the termination to Vendor specifying the effective date of the termination.

9. TERMINATION FOR LACK OF FUNDING OR AUTHORITY

State may terminate this agreement effective upon delivery of written notice to Vendor or on any later date stated in the notice, if:

- 1) Funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities

or for the indicated term. The agreement may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.

- 2) Federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- 3) Any license, permit, or certificate required by law or rule, or by this agreement, is for any reason denied, revoked, suspended, or not renewed.

Any termination of this agreement under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

10. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

Vendor shall promptly notify State of all potential claims that arise or result from this contract. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the State the opportunity to review and inspect the evidence, including the scene of an accident.

11. FORCE MAJEURE

Vendor will not be held responsible for delay or default caused by fire, riot, acts of God, or war if the event is beyond Vendors reasonable control and Vendor gives notice to State immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

12. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives, access to the books, documents, papers, and records of Vendor that are pertinent to the services provided under this agreement for the purpose of making an audit or examination, or for making excerpts and transcripts. This documentation must be available for a period of four years from the date of submission of the final expenditures report. Records shall be retained beyond four years if audit findings have not been resolved.

13. NOTICE

Any notice or other communication required under this agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

Newman Outdoor Advertising		North Dakota Public Service Commission
PO Box 60	OR	600 East Boulevard Ave, Dept. 408
Bismarck, ND 58502		Bismarck, ND 58505-0480

Notice provided under this provision does not meet the notice requirements in North Dakota Century Code section 32-12.2-04(1).

14. INTEGRATION, MODIFICATION, AND SEVERABILITY

This agreement constitutes the entire agreement between Vendor and State. No alteration, amendment, or modification of this agreement is effective unless it is reduced to writing, signed by the parties, and attached to the agreement. If any term of this

agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement does not contain the illegal or unenforceable term.

15. COLLATERAL CONTRACTS

If any inconsistency exists between this agreement and other provisions of collateral contractual agreements that are made a part of this agreement by reference or otherwise, the provisions of this agreement control.

16. APPLICABLE LAW

This agreement is governed by and construed according to the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota.

17. ASSIGNMENT

Neither party may assign this agreement or the party's rights under this agreement without the written approval of the other party. Approval to assign may not be unreasonably withheld. This agreement is equally binding on the respective parties, and their successors and assigns.

18. CONFIDENTIAL INFORMATION

Vendor agrees not to use or disclose any information that is confidential or exempt from mandatory public disclosure which it receives from State under this agreement except as necessary to carry out the purposes of this agreement or as authorized in advance by State. State agrees not to disclose any information it receives from Vendor, which Vendor has previously identified as confidential, and which State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

Vendor understands that, except for disclosures prohibited in North Dakota Century Code chapter 47-25.1, the State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records that are obtained or generated by the Vendor under this contract, except for records that are confidential under North Dakota Century Code chapter 47-25.1, may, under certain circumstances, be open to the public upon request under North Dakota open records law. Vendor agrees to contact the State immediately upon receiving a request for information under the open records law and to comply with the State's instructions on how to respond to the request.

19. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created or purchased under this agreement belong to State and must be delivered to State at State's request upon expiration or termination of this agreement. Vendor agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to State all rights and interests Vendor may have in the materials it prepares under this agreement, including any right to derivative use of the material. Vendor shall execute all necessary documents to enable State to protect its rights under this section. State must provide written approval of Vendor's use of work product or materials for

purposes outside the scope of this agreement.

20. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit except when prohibited by North Dakota Century Code section 28-26-04.

21. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

Vendor agrees to attempt to resolve disputes arising from this contract by informal administrative process and negotiations in lieu of litigation. Continued performance by Vendor during disputes is assured. State does not agree to binding arbitration, mediation, or any other form of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

22. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.