



U.S. Department
of Transportation

1200 New Jersey Avenue, S.E.
Washington, D.C. 20590

Pipeline and Hazardous
Materials Safety Administration

Mr. Craig Reamann
NORTH DAKOTA PUBLIC SERVICE COMMISSION
600 E Boulevard, Dept. 408
Bismarck, ND 58505-0480
Telephone: (701)328-4056

August 3, 2018

SUBJECT: Grant Agreement # 693JK31830033PSBG, "State Base Gas Grant - 2018"

Dear Mr. Reamann:

Enclosed is one (1) copy of the Grant Agreement # 693JK31830033PSBG, "State Base Gas Grant - 2018."

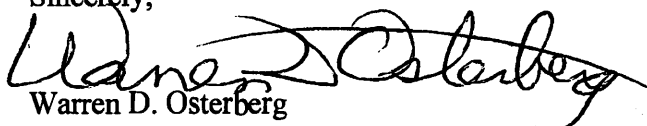
Please have an authorized representative review and sign blocks 22, 23, and 24 of Assistance Agreement Form (see page 1) and the "Certification Regarding Lobbying (see page 5 of the Award document). Please return signed copies of the Assistance Agreement (Page one only) and the "Certification Regarding Lobbying," to Kelsey Breton, at Kelsey.breton.ctr@dot.gov, as soon as possible, but no later than **two (2) business days** after receipt of this correspondence. Upon receipt of the signed documents, the PHMSA Grant Agreement Officer will sign the Agreement Form, fully executing the Grant, and will provide a copy of the fully executed document to your organization. Subsequent to execution, you will also receive additional instructions from the PHMSA State Programs staff regarding the mid-year payment request process.

We would like to emphasize the need for coordination and communication between your organization and PHMSA in this award process. PHMSA and your organization may want to make public announcements when the awards are completed. To maximize the impact, we need your cooperation, and that of your partners, to refrain from issuing any press releases or project announcements at this time. We will coordinate these actions with you upon execution of the Grant Agreement.

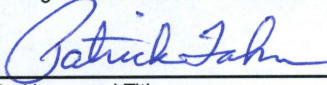
The total award amount is listed in block 13 of the award.

If you have any questions or concerns regarding this matter, please do not hesitate to contact Kelsey Breton by email or by phone at (202) 366-0496.

Sincerely,


Warren D. Osterberg
Agreement Officer

ASSISTANCE AGREEMENT

1. Award No. 693JK31830033PSBG		2. Modification No.	3. Effective Date	4. CFDA No. 20.700	
5. Awarded To NORTH DAKOTA STATE OF Attn: Craig Reamann NORTH DAKOTA PUBLIC SERVICE COMMISSION 600 E BOULEVARD AVE DEPT 408 FL 12 BISMARCK ND 58505-0602		6. Sponsoring Office Department of Transportation PHMSA State Programs, PHP-50 1200 New Jersey Ave. SE Washington DC 20590		7. Period of Performance 01/01/2018 through 12/31/2018	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 49 U.S.C. 60107		10. Purchase Request or Funding Document No. PH956-18-0101		
11. Remittance Address NORTH DAKOTA STATE OF Attn: Craig Reamann NORTH DAKOTA PUBLIC SERVICE COMMISSION 600 E BOULEVARD AVE DEPT 408 FL 12 BISMARCK ND 58505-0602		12. Total Amount Govt. Share: \$208,945.00 Cost Share : \$0.00 Total : \$208,945.00		13. Funds Obligated This action: \$208,945.00 Total : \$208,945.00	
14. Principal Investigator Craig Reamann, 701-328-4056 creamann@nd.gov		15. Program Manager ZACH BARRETT Phone: 405-834-8344		16. Administrator Acquisition Services Division US DOT/PHMSA/PHF-20 1200 New Jersey Avenue, SE E22-317 Washington DC 20590-0001	
17. Submit Payment Requests To FAA/MMAC/PHMSA HQ 272F AMK 316 6500 S. MacArthur Blvd Oklahoma City OK 73169		18. Paying Office FAA/MMAC/PHMSA HQ 272F AMK 316 6500 S. MacArthur Blvd Oklahoma City OK 73169		19. Submit Reports To See Page 2.	
20. Accounting and Appropriation Data 5172318DB4.2018.PSGRT01030.50D0207000.41050.61000000.0000000000.0000000000.0000000000.0000000000					
21. Research Title and/or Description of Project PHMSA 2018 STATE BASE GRANT HAZARDOUS GAS ; NORTH DAKOTA					
For the Recipient			For the United States of America		
22. Signature of Person Authorized to Sign 			25. Signature of Grants/Agreements Officer		
23. Name and Title DIRECTOR - PUBLIC UTILITIES DIVISION		24. Date Signed 8/7/2018	26. Name of Officer WARREN OSTERBERG		27. Date Signed

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
693JK31830033PSBG

PAGE OF
2 | 2

NAME OF OFFEROR OR CONTRACTOR
NORTH DAKOTA STATE OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Invoice Approver: WOSTERBEPHMSA Delivery: 1 Days After Award Delivery Location Code: PHMSA PHP-50 State Programs 1200 New Jersey Avenue, SE E21-321 Washington DC 20590 USA</p> <p>North Dakota Public Service Commission GAS 2018 Base Grant award Obligated Amount: \$208,945.00</p> <p>ATTACHMENT: Terms and Conditions</p> <p>***** NOTE: The grantee will fill out and submit the annual Performance Progress Report in FedSTAR. This report will be due in March 2019 and the grantee will be notified when it is available to fill out and be given additional instructions in January 2019. *****</p> <p>The total amount of award: \$208,945.00. The obligation for this award is \$208,945.00.</p>				208,945.00



1200 New Jersey Avenue SE
Washington DC 20590

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

Pipeline Safety

2018 Gas Payment Agreement (Notice of Grant Award) and Certification Regarding Lobbying

for

NORTH DAKOTA PUBLIC SERVICE COMMISSION



PIPELINE SAFETY PROGRAM - CFDA 20.700 Base Grant

This agreement is between the Pipeline and Hazardous Materials Safety Administration (PHMSA) and *NORTH DAKOTA PUBLIC SERVICE COMMISSION* (State Agency).

Amount of the award: PHMSA will reimburse up to 80% of the State Agency's Actual Approved Cost for the period **January 1, 2018 through December 31, 2018**, up to a maximum award amount of **\$208,945.00**.

State Agency Maximum Award: PHMSA approves the State Agency's Estimated Program Costs to carry out the program, which are submitted with the annual grant application. The maximum award is derived by multiplying the Estimated Program Cost by the State Performance score, which is then prorated based on total appropriated funding. This determines the Maximum Allocation Percentage of funding that the state can expect to receive based on actual program costs at time of reimbursement. This information is outlined in the Scoring/Allocation Document (see attached exhibit 1).

Reimbursement Amount: The maximum reimbursement is limited to Actual Program Costs multiplied by the Maximum Allocation Percentage of funding, not to exceed the maximum award.

State Agency Performance Score: Performance score adjustments reduce the Maximum Allocation Percentage and are included in Scoring/Allocation Document (exhibit 1). Performance score criteria are outlined in "Guidelines for States Participating in the Pipeline Safety Program".

Total Appropriated Funding: The amount available to all states is determined by PHMSA from the annual appropriated amount plus amounts recovered from prior awards.

Actual Program Cost: The actual cost incurred by the State Agency to carry out its safety program during the performance period.

Modified Maximum Award Amounts - Modifications to the Maximum Award Amount, the Reimbursement Amount or State Agency Performance Score can be made with notice and agreement by the State Agency. Any amendment will require a separate modification award document and be exercised at PHMSA's discretion based on available funding.

Approved Cost Overages: The State Agency Cost incurred over the Estimated Approved Cost that are approved by PHMSA and used in calculating the modified Maximum Award Amount or the Maximum Allocation Percentage.

Reimbursement Requests: Reimbursements are requested by the State Agency for their Actual Program Cost incurred during the award period and subject to the limitations in this agreement. These costs are reviewed and approved by PHMSA.

The State Agency (State) agrees to carry out the Pipeline Safety Program to meet the following terms and conditions:

1. State has entered into and maintains a 60105 certification and/or a 60106 agreement for the grant period.
2. State is responsible for ensuring that the *Guidelines for States Participating in the Pipeline Safety Program* manual (version effective to the grant period, incorporated into this agreement) are followed and program funds are accounted for under its provisions.
3. State shall permit representatives of the Department of Transportation and other authorized Federal agencies to review their Pipeline Safety Program and to inspect records, invoices, and other relevant data pertaining to this payment agreement.
4. State signs and submits form "Certification Regarding Lobbying and Disclosure of Lobbying Activities" if grant award is \$100,000 or more and form OMB SF-LLL, "Disclosure Form to Report Lobbying," if applicable.
5. State adheres to all terms and assurances within the application package and to all terms and conditions of this Grant Agreement.
6. If you included a request for Indirect Costs, your Indirect Cost Rate(ICR) plan is applicable to the period of performance of this award. Your current IRC plan must be on file with the PHMSA State Programs office during the applicable period of performance.
7. The State's application, project plan, and Approved Estimated Costs Worksheet are incorporated by reference into this Agreement. The State is responsible for accomplishing the objectives, tasks and deliverables of this Grant Agreement, and for performing the tasks and the deliverables outlined in the State's project plan.
8. State must ensure it will provide the remaining costs of their safety program per 49 USC 60107(b).
9. State acknowledges that the indirect cost reimbursement is limited to 20% of the actual total direct program costs per the manual, *Guidelines for States Participating in the Pipeline Safety Program*.
10. State can be reimbursed twice a year, as follows: In July, the state may be reimbursed for costs incurred during the first six months of the grant period (Mid-Year Payment Request). Participation in the Mid-Year Payment Request for Reimbursement is optional. Every State seeking reimbursement must submit a Year-End Payment Request for Reimbursement package; it is a mandatory program. Both the Mid-Year (optional) and Year-End payment requests are completed using FedSTAR and DELPHI/iSupplier.
11. State must review the list of parties excluded from Federal procurement or non-procurement programs located on the Excluded Parties List System (EPLS) website at <https://www.sam.gov/> before entering into an assistance sub-award.
12. State must inform the PHMSA Grant Officer when the State suspends or debar a contractor or awardee.

13. PHMSA Contact Information:

Mr. Zach Barrett
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
PHP-50
1200 New Jersey Avenue, SE
Washington, D.C. 20590
Telephone: (405) 834-8344
E-mail: zach.barrett@dot.gov

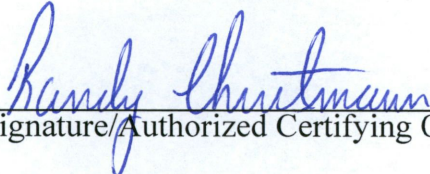
Mr. Rex Evans
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
PHP-50
1200 New Jersey Avenue, SE
Washington, D.C. 20590
Telephone: (217) 679-8495
E-mail: rex.evans@dot.gov

CERTIFICATION REGARDING LOBBYING

Certification For Contracts, Grants, Loans, And Cooperative Agreements

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature/Authorized Certifying Official

Randy Christmann, Commission Chairman

Printed Name and Title

NORTH DAKOTA PUBLIC SERVICE

Applicant/Organization

August 6, 2018

Date Signed

**Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)**

**Grant and Cooperative Agreement
Terms and Conditions**

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1. Definitions

- a) **Recipient** – A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term “recipient” does not include subrecipients.
- b) **Agreement Officer (AO)** – The AO has full authority to negotiate, administer, and execute all business matters of the award. Further, should any changes to the scope, budget, schedule, or any other terms become necessary, only the AO has the authority to amend the award.
- c) **Agreement Administrator (AA)** – The AA is responsible for the daily administration of the award. The AA is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligates the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- d) **Agreement Officer’s Representative (AOR)** – The AOR assists in monitoring the work under the award. The AOR will oversee the technical administration of the award and will act as a technical liaison with the performing organization. The AOR is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligate the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- e) **Principal Investigator (PI)** – The PI is the individual designated by the Recipient and approved by PHMSA who is responsible for the technical direction of the project. The PI cannot be changed or become someone substantially less involved than was indicated in the Recipient’s proposal, without prior written approval of the Agreement Officer.

2. Recipient Responsibilities

In accepting a PHMSA financial assistance award (grant or cooperative agreement), the Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

3. Compliance with Award Terms and Conditions

Submission of a signed Request for Advance or Reimbursement (payment request) form constitutes the Recipient’s agreement to comply with and spend funds consistent with all the terms and conditions of this award. If PHMSA determines that noncompliance by the Recipient cannot be remedied by imposing additional conditions, PHMSA may take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.
- b) Disallow all, or part of, the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the Federal award.
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
- e) Withhold further Federal awards for the project or program.

f) Take other remedies that may be legally available.

4. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award.
- b) Terms and Conditions of this award.

5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)

The recipient (and any subrecipients) must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A recipient which expends \$750,000 or more of federal funds, in the recipient's fiscal year, must have an audit conducted.

2 CFR 200 is incorporated by reference into this award

6. Restrictions on Use of Funds for: Lobbying, Support of Litigation, or Direct Advocacy

The Recipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.

The Recipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 200.450—“Lobbying,” within the Federally-supported project. The Recipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient and its contractors must comply with 49 CFR 20, U.S. Department of Transportation “New Restrictions on Lobbying.”

49 CFR 20 is incorporated by reference into this award.

7. Nondiscrimination

The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient must comply with 49 CFR 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964”

49 CFR 21 is incorporated by reference into this award.

In an effort to ensure that all Recipients of PHMSA funds are aware of their responsibilities under the various civil rights laws and regulations, the PHMSA Office of Civil Rights has developed an information tool and training. These documents are found on the PHMSA website at <http://www.phmsa.dot.gov/org/civilrights/grantrecipientinformation>. If you should have any questions concerning your responsibilities under the External Civil Rights Program, please contact Rosanne Goodwill, Civil Rights Director, at 202-366-9638 or by e-mail at rosanne.goodwill@dot.gov.

8. Government-wide Debarment and Suspension (Non-procurement)

The Recipient must review the “list of parties excluded from federal procurement or non-procurement programs” located on the System for Award Management (SAM) website before entering into a sub-award. <https://www.sam.gov> No sub-award may be issued to an entity or person identified in the “list of parties excluded from federal procurement or non-procurement programs.”

2 CFR 1200 “Non-procurement Suspension and Debarment” is incorporated by reference into this award.

The Recipient must inform the AO if the recipient suspends or debars a sub-awardee.

9. Drug-Free Workplace

The Recipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, “Drug-Free Workplace Act of 1988,” which require the Recipient to take steps to provide a drug-free workplace. The Recipient must comply with **49 CFR 32**, “Government-wide Requirements for Drug Free Workplace (Financial Assistance)” which is incorporated by reference into this award.

10. eInvoicing (PHMSA June 2018)

Recipients of PHMSA grants, cooperative agreements, and other transaction agreements (OTA) must use the DOT Delphi eInvoicing System.

a) Recipients’ Requirements:

Recipients must:

- have internet access to register and submit payment requests through the Delphi eInvoicing system.
- submit payment requests electronically, and receive payment electronically.

b) System User Requirements:

- Contact the PHMSA Agreement Administrator directly to sign up for the system. PHMSA will provide the recipient’s name and email address to the DOT Financial Management Office. The DOT Financial Management Office will then invite the recipient to sign up for the system.
- DOT will send the recipient a User Account Application form to verify identity. The recipient must complete the form, and present it to a Notary Public for verification. The recipient will return the notarized form as follows:

Via U.S. Postal Service (certified):

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

Via FedEx or UPS:

DOT Enterprise Services Center
MMAC-FAA/ESC/AMZ-150
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Note: Additional information, including training materials, and helpdesk support can be found on the DOT Delphi eInvoicing website
(<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>)

c) Waivers

DOT Financial Management officials may, on a case by case basis, waive the requirement to register, and use, the electronic payment system. Waiver request forms can be obtained on the DOT eInvoicing website
(<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>) or by contacting the PHMSA Agreement Administrator. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

11. Payments (PHMSA March 2014)

Recipients, upon receipt of the fully executed award document, may request up to 50% of the total federally funded amount of the award. The remaining amount may be requested, upon receipt and approval, (by the PHMSA Agreement Officer) of the “Mid-Term Report.”

Advance payments or Reimbursement payments will be made after the electronic receipt via the DOTeInvoicing System of “Request for Advance or Reimbursement” (Standard Form SF-270).

a) Method of payment.

- i)** The Government will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.
- ii)** If the Government is unable to release one or more payments by EFT, the Recipient agrees either to –
 - i)** Accept payment by check or some other mutually agreeable method of payment; or
 - ii)** Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).

b) Recipient’s EFT information. The Government will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into the System for Award Management (SAM) at:

<https://www.sam.gov>

c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

d) Suspension of payment. If the Recipient’s EFT information in the SAM database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.

**AGREEMENT 693JK31830033PSBG
ATTACHMENT 1**

- e) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.
- f) Liability for uncompleted or erroneous transfers.
 - i) If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for –
 - i) Making a correct payment;
 - ii) Paying any prompt payment penalty due; and
 - iii) Recovering any erroneously directed funds.
 - ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –
 - i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
 - ii) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.
- g) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- h) EFT and assignment of claims. If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the SAM database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph d. of this clause.
- i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.
- j) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with

paragraph a. of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

12. Adherence to Original Project Objectives and Budget Estimates

- a) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, *and only with the written approval of the PHMSA Agreement Officer.*
- b) The Recipient must submit any proposed change, that requires PHMSA's written approval, 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the award period.

13. Prior Approvals

- a) The following expenditures require the AO's advance written approval:
 - i) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
 - ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.
- b) The Recipient must submit a revised financial estimate and plan for i) and ii) above.
- c) The AA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

14. Contracting with Small Businesses, Small Minority-Disadvantaged Businesses, and Small Businesses which are Women-Owned, Veteran-Owned, Disabled Veteran-Owned or located in HubZone Areas

- a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small businesses, small minority-disadvantaged business, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HubZone. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its Grants and Cooperative Agreements to take affirmative steps to ensure such fairness on the awarding of any subcontracts.
- b) The Recipient and any Sub-recipients are encouraged to take all necessary affirmative steps to assure that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are used when possible.
- c) Affirmative steps include:
 - i) Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;
 - ii) Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HUBZone are solicited whenever they are potential sources;

- iii) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone;
- iv) Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone; and
- v) Using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

15. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

16. Ban on Text Messaging While Driving

a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

“Driving”-

- i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- ii) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

“Text messaging” --- means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While

Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

- 1) **Adopt** and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--
 - i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-
 - i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c) *Assistance Awards.* All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

17. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with [2 CFR 200.315](#) - "Intangible Property."

18. Notice of News Releases, Public Announcements, and Presentations

The Recipient must have the AO's prior approval for all press releases, formal announcements, or other planned written issuance containing news or information concerning this Agreement before issuance. The Recipient must provide two copies of the document to the AO and AOR for review prior to release. Also, the AO must approve any planned presentations/briefings related to this Agreement, as well as the actual presentation (e.g. slides/vu-graphs) to be used.

19. Violation of Award Terms

If the Recipient has materially failed to comply with any term of the award, the Agreement Officer may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances.

20. Reporting Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:
DOT Inspector General Hotline
1200 New Jersey Ave SE
West Bldg 7th Floor
Washington, DC 20590
Email: hotline@oig.dot.gov
Web: <http://www.oig.dot.gov/Hotline>

21. Reporting Grantee Executive Compensation/First Tier Sub-Awards (PHMSA Oct, 2010)

a) Definitions. As used in this provision:

“Executive” means an officer or any other employee in a management position.

“First-tier sub-award” means an award issued directly by the prime Awardee to a sub-awardee to provide support for the performance of any portion of the substantive project or program for which the award was received. A sub-award includes an agreement that the prime Awardee or a sub-awardee considers a contract.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Awardee’s preceding fiscal year and includes the following:

- i) Salary and bonus.
- ii) Awards of stock, stock options, and stock appreciation rights.
- iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v) Above-market earnings on deferred compensation which is not tax-qualified.
- vi) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b) System for Award Management (SAM). As a recipient of a Federal award you are required to register in the System for Award Management (SAM) at: <https://www.sam.gov>

c) Notification to Sub-Awardees. Awardees are required to report information on sub-awards. The law requires all reported information be made public; therefore, the Awardee is responsible for notifying its sub-awardees that the required information will be made public.

d) Reporting of First-Tier Sub-Awards. By the end of the month following the month of award of a first-tier sub-award with a value of \$25,000 or more, the Awardee shall report the information below at <http://www.fsr.gov> for each first-tier sub-award. (The Awardee shall follow the instructions at <http://www.fsr.gov> to report the data.) If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report subcontractor awards. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report awards made to that sub-awardee.

- i) Unique identifier (9-digit Data Universal Numbering System (DUNS) number) for the sub-awardee receiving the award, and for the sub-awardee's parent company, if the sub-awardee has a parent company.
- ii) Name of the sub-awardee.
- iii) Amount of the sub-award.
- iv) Date of the sub-award.
- v) A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.
- vi) Sub-award number (assigned by the Awardee).
- vii) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.
- viii) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.
- ix) The prime award number (assigned by PHMSA)
- x) Awarding agency name. (PHMSA)
- xi) Funding agency name. (PHMSA)
- xii) Government awarding office code. (56)
- xiii) Treasury account symbol (TAS) as reported in FAADS.
- xiv) The applicable North American Industry Classification System (NAICS) code.

e) Reporting Executive Compensation of Awardee. If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to its executive compensation.

By the end of the month following the month of receipt of a prime award, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for the Awardee's preceding completed fiscal year at <https://www.sam.gov> if, in the Awardee's preceding fiscal year, the Awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

f) Reporting Executive Compensation of Sub-Awardees. If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report the executive compensation of sub-awardees. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report the executive compensation of that sub-awardee.

By the end of the month following the month of a first-tier sub-award with a value of \$25,000 or more, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for each first-tier sub-awardee for the sub-awardee's preceding completed fiscal year at <http://www.fsr.gov>, if in the sub-awardee's preceding fiscal year, the sub-awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

22. 811, Call Before You Dig Program (PHMSA June 2014)

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them.

811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging.

There are five steps to safer digging:

- 1) Make a free call to 811 a few days before digging.
- 2) Wait the required time – which is prescribed in state law but generally two to three days.
- 3) Locate/mark the utilities accurately. (This step applies to underground facility/utility owners.)
- 4) Respect the marks.
- 5) Dig with care.

The recipient is encouraged to adopt the “811, Call Before You Dig” program for its employees when digging on company-owned, leased, or personally-owned property. For information on how to implement such a program please visit the *811 – Call Before You Dig* section of Pipeline and Hazardous Materials Safety Administration's (PHMSA's) website at www.phmsa.dot.gov.

23. Access to Electronic and Information Technology (PHMSA DEC 2013)

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights (Code PH-20) will respond to any questions, and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at phmsa.civilrights@dot.gov, or 202-366-9638.

24. Combating Trafficking in Persons (PHMSA JULY 2016)

PHMSA may terminate grants, cooperative agreements, or other transaction agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in-

- a) severe forms of trafficking in persons;
- b) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
- c) the use of forced labor in the performance of the grant or cooperative agreement; or
- d) acts that directly support or advance trafficking in persons, including the following acts:
 - i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
 - ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
 - 1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
 - 2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
 - iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
 - iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
 - v) Providing or arranging housing that fails to meet the host country housing and safety standards.

25. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA FEB 2015)

- a) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or

subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

- b)** The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.
- c)** The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d)** In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein.

The Government may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

(End of provision)

Exhibit 1 - Scoring/Allocation

Natural Gas 2018	CY 2017 Progress Report Score	2016 Modified Program Evaluation Score Conducted in 2017	State Score %	CY 2018 State Estimated Program Costs	Allocation (Payment Agreement - Total Grant Award)	Maximum Allocation Percentage
ALABAMA	50.00	99.15	99.58%	\$ 1,594,824.00	\$ 936,485.00	58.72%
ARIZONA	50.00	100.00	100.00%	\$ 1,806,190.00	\$ 1,065,127.00	58.97%
ARKANSAS	50.00	100.00	100.00%	\$ 950,892.00	\$ 560,750.00	58.97%
ARKANSAS O_G	50.00	100.00	100.00%	n/a	n/a	n/a
CALIFORNIA_PUC	43.00	100.00	93.00%	\$ 8,219,050.00	\$ 4,507,570.00	54.84%
COLORADO	47.00	100.00	97.00%	\$ 847,070.00	\$ 484,539.00	57.20%
CONNECTICUT	50.00	100.00	100.00%	\$ 1,482,747.00	\$ 874,390.00	58.97%
DELAWARE	50.00	100.00	100.00%	\$ 278,977.00	\$ 164,515.00	58.97%
FLORIDA PSC	45.00	100.00	95.00%	\$ 947,348.00	\$ 530,727.00	56.02%
GEORGIA	44.00	100.00	94.00%	\$ 1,985,980.00	\$ 1,100,882.00	55.43%
IDAHO	44.00	100.00	94.00%	\$ 398,496.00	\$ 220,897.00	55.43%
ILLINOIS	50.00	97.46	98.73%	\$ 2,858,640.00	\$ 1,664,357.00	58.22%
INDIANA	48.00	100.00	98.00%	\$ 1,817,826.00	\$ 1,050,549.00	57.79%
IOWA	50.00	100.00	100.00%	\$ 1,276,470.00	\$ 752,746.00	58.97%
KANSAS	41.00	100.00	91.00%	\$ 933,610.00	\$ 501,008.00	53.66%
KENTUCKY	50.00	100.00	100.00%	\$ 906,821.00	\$ 534,761.00	58.97%
LOUISIANA	45.00	98.25	94.13%	\$ 2,468,770.00	\$ 1,370,325.00	55.51%
MAINE	50.00	100.00	100.00%	\$ 594,144.00	\$ 350,372.00	58.97%
MARYLAND	50.00	100.00	100.00%	\$ 924,526.00	\$ 545,201.00	58.97%
MASSACHUSETTS	50.00	100.00	100.00%	\$ 2,293,355.00	\$ 1,352,413.00	58.97%
MICHIGAN	45.00	99.20	94.60%	\$ 3,018,559.00	\$ 1,683,948.00	55.79%
MINNESOTA	50.00	100.00	100.00%	\$ 2,824,538.00	\$ 1,665,656.00	58.97%
MISSISSIPPI	44.00	94.14	91.07%	\$ 784,696.00	\$ 421,420.00	53.70%
MISSOURI	46.00	98.29	95.15%	\$ 890,434.00	\$ 499,604.00	56.11%
MONTANA	50.00	100.00	100.00%	\$ 318,734.00	\$ 187,960.00	58.97%
NEBRASKA	43.00	93.16	89.58%	\$ 393,721.00	\$ 207,988.00	52.83%
NEVADA	50.00	100.00	100.00%	\$ 984,400.00	\$ 580,510.00	58.97%
NEW HAMPSHIRE	50.00	100.00	100.00%	\$ 951,796.00	\$ 561,283.00	58.97%
NEW JERSEY	50.00	100.00	100.00%	\$ 1,288,073.00	\$ 759,589.00	58.97%
NEW MEXICO	46.00	100.00	96.00%	\$ 1,264,750.00	\$ 716,001.00	56.61%
NEW YORK	50.00	100.00	100.00%	\$ 6,901,500.00	\$ 4,069,878.00	58.97%
NORTH CAROLINA	50.00	100.00	100.00%	\$ 990,139.00	\$ 583,894.00	58.97%
NORTH DAKOTA	50.00	100.00	100.00%	\$ 354,318.00	\$ 208,945.00	58.97%
OHIO	50.00	100.00	100.00%	\$ 1,629,978.00	\$ 961,213.00	58.97%
OKLAHOMA	50.00	100.00	100.00%	\$ 2,158,288.00	\$ 1,272,762.00	58.97%
OREGON	50.00	100.00	100.00%	\$ 1,021,657.00	\$ 602,481.00	58.97%
PENNSYLVANIA	50.00	100.00	100.00%	\$ 3,864,769.00	\$ 2,279,090.00	58.97%
PUERTO RICO	44.00	92.00	90.00%	\$ 295,631.00	\$ 156,903.00	53.07%

Exhibit 1 - Scoring/Allocation

	CY 2017 Progress Report Score	2016 Modified Program Evaluation Score Conducted in 2017	State Score %	CY 2018 State Estimated Program Costs	Allocation (Payment Agreement - Total Grant Award)	Maximum Allocation Percentage
Natural Gas 2018						
RHODE ISLAND	50.00	98.21	99.11%	\$ 242,258.00	\$ 141,583.00	58.44%
SOUTH CAROLINA	48.00	100.00	98.00%	n/a	n/a	n/a
SOUTH DAKOTA	50.00	100.00	100.00%	\$ 414,000.00	\$ 244,140.00	58.97%
TENNESSEE	48.00	100.00	98.00%	\$ 1,233,950.00	\$ 713,118.00	57.79%
TEXAS	50.00	98.31	99.16%	\$ 7,014,769.00	\$ 4,101,719.00	58.47%
UTAH	50.00	100.00	100.00%	\$ 519,420.00	\$ 306,307.00	58.97%
VERMONT	50.00	85.98	92.99%	\$ 340,365.00	\$ 186,646.00	54.84%
VIRGINIA	49.00	100.00	99.00%	\$ 2,848,269.00	\$ 1,662,854.00	58.38%
WASHINGTON	50.00	100.00	100.00%	\$ 2,214,883.00	\$ 1,306,137.00	58.97%
WASHINGTON DC	50.00	100.00	100.00%	\$ 766,532.00	\$ 452,031.00	58.97%
WEST VIRGINIA	49.50	100.00	99.50%	\$ 987,523.00	\$ 579,440.00	58.68%
WISCONSIN	46.00	100.00	96.00%	\$ 939,747.00	\$ 532,010.00	56.61%
WYOMING	50.00	99.12	99.56%	\$ 305,190.00	\$ 179,181.00	58.71%
NG Subtotals				\$ 80,348,623.00	\$ 46,391,905.00	57.74%

	CY 2017 Progress Report Score	2016 Modified Program Evaluation Score Conducted in 2017	State Score %	CY 2018 State Estimated Program Costs	Allocation (Payment Agreement - Total Grant Award)	Maximum Allocation Percentage
Hazardous Liquid 2017						
ALABAMA HL	44.00	100.00	94.00%	\$ 66,452.00	\$ 36,836.00	55.43%
ARIZONA HL	50.00	100.00	100.00%	\$ 95,063.00	\$ 56,060.00	58.97%
CALIFORNIA_SFM HL	50.00	95.54	97.77%	\$ 6,089,671.00	\$ 3,511,053.00	57.66%
INDIANA HL	48.00	100.00	98.00%	\$ 21,381.00	\$ 12,356.00	57.79%
LOUISIANA HL	45.00	98.17	94.09%	\$ 454,773.00	\$ 252,321.00	55.48%
MARYLAND HL	50.00	100.00	100.00%	\$ 43,201.00	\$ 25,476.00	58.97%
MINNESOTA HL	50.00	100.00	100.00%	\$ 517,934.00	\$ 305,430.00	58.97%
NEW MEXICO HL	46.00	100.00	96.00%	\$ 95,304.00	\$ 53,954.00	56.61%
NEW YORK HL	50.00	100.00	100.00%	\$ 203,000.00	\$ 119,711.00	58.97%
OKLAHOMA HL	50.00	100.00	100.00%	\$ 481,861.00	\$ 284,158.00	58.97%
PENNSYLVANIA HL	40.00	100.00	90.00%	\$ 108,733.00	\$ 57,709.00	53.07%
TEXAS HL	46.00	98.21	95.11%	\$ 2,733,846.00	\$ 1,533,258.00	56.08%
VIRGINIA HL	50.00	100.00	100.00%	\$ 134,959.00	\$ 79,587.00	58.97%
WASHINGTON HL	50.00	100.00	100.00%	\$ 455,072.00	\$ 268,360.00	58.97%
WEST VIRGINIA HL	49.50	100.00	99.50%	\$ 20,155.00	\$ 11,826.00	58.68%
HL Subtotals				\$ 11,521,405	\$ 6,608,095.00	57.35%
Totals				\$ 91,870,028	\$ 53,000,000.00	57.69%