



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

1200 New Jersey Avenue SE  
Washington DC 20590

# Pipeline Safety

## 2018 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.
3. Review and have an authorized signatory sign and date block 13 of the SF-270 form.
4. If there is not an amount to be returned to PHMSA on page 3, scan the signed document and email it to [Carrie.Winslow@dot.gov](mailto:Carrie.Winslow@dot.gov).
5. If there is an amount to be returned to PHMSA on page 3,
  - A. obtain a check payable to "DOT/PHMSA" for the amount indicated on your document and indicate the grant number on the check. Send the check with a copy of your signed Grant Agreement (if you need this, email [Carrie.Winslow@dot.gov](mailto:Carrie.Winslow@dot.gov)) to:

DOT/PHMSA/ESC  
Attn. Abby Tuong  
HQ BLDG ROOM 181 - AMK326  
6500 S MacArthur Blvd.  
Oklahoma City, OK 73169-6918

- B. Scan your signed Progress Report document and email it to [Carrie.Winslow@dot.gov](mailto:Carrie.Winslow@dot.gov) and indicate the date you sent the refund check to ESC.

### FedSTAR Information

Electronic Submission Date: 6/21/2019 11:12:59 AM

12 GS-17-358 Filed 07/16/2019 Pages: 37  
Pipeline Safety 2018 One Call Progress Report  
Public Service Commission



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

## OFFICE OF PIPELINE SAFETY

### 2018 One Call Progress Report - Final

Office: NORTH DAKOTA PUBLIC SERVICE COMMISSION

#### State Enforcement Authority:

North Dakota Century Code Chapter 49-23: One-Call Excavation Notice System law took effect on August 1, 1995. North Dakota Century Code section 49-07-01.1 titled "Violation of statute, commission order, or commission rule ? Assessment of civil penalty," gives the North Dakota Public Service Commission authority to issue a civil penalty to any person who violates the One-Call law. The provision states that "A violation occurring under chapter 49-23, in addition to any other penalty, is subject to a civil penalty not to exceed twenty-five thousand dollars. The commission shall develop policies for the assessment of penalties under chapter 49-23 which will take into consideration the severity of damages and the conduct of the offender."



Total Amount of 2018 One Call Grant provided: \$44,634.00

Priority	Title	Actual Expenses
1	2018 Damage Prevention Awareness Billboard Advertising	\$14,370.25
3	2018 Damage Prevention Awareness Billboard Advertising	\$7,231.00
<b>Totals</b>		<b>\$21,601.00</b>

*Patrick John*  
Authorized Signature

*July 16, 2019*  
Date

*Director, Public Utilities Division*  
Title

**For internal purposes only:**

One Call Allocation:	\$44,634.00
One Call Allocation Expenditures:	\$21,601.00
Amount to be returned to PHMSA:	\$23,033.00



**Priority: 1 Title: 2018 Damage Prevention Awareness Billboard Advertising**

**Amount of One Call Grant Awarded in 2018 for this project: \$37,195.00**  
**Amount of One Call Grant expended in 2018 on this project: \$14,370.25**  
**Purpose and effectiveness of this One Call Damage Prevention Project**

**2018 One-Call Enforcement Program**

The purpose of the program is enforcement of North Dakota's One-Call law designed to prevent damage to underground facilities. Enforcement activities include development and implementation of the Commission's damage prevention enforcement program, and participation in the Commission's administrative proceedings regarding enforcement including legal assistance with enforcement actions. Commission staff also participates in the North Dakota One-Call Board quarterly meetings and One-Call Stakeholder meetings to discuss improvements to One-Call law and enforcement activities.

In calendar year 2016, 18 One-Call complaints were filed with the Commission alleging violations of North Dakota's One-Call law and 33 complaints were decided in 2016. In 2017, 14 complaints were filed and 23 complaints were decided. In 2018, 49 complaints were filed and 17 complaints were decided.

**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? No**



**Priority: 3 Title: 2018 Damage Prevention Awareness Billboard Advertising**

**Amount of One Call Grant Awarded in 2018 for this project: \$7,438.00**  
**Amount of One Call Grant expended in 2018 on this project: \$7,231.00**  
**Purpose and effectiveness of this One Call Damage Prevention Project**

2018 Damage Prevention Awareness Billboard Advertising  
One-Call Grant funding for the year 2018 paid the cost for "CALL 811 OR CLICK NDONECALL.COM BEFORE YOU DIG" billboards at 14 locations across North Dakota. These billboards were strategically placed to attract the attention of local citizens, motorists and excavators to promote and improve damage prevention awareness throughout the state.

As in previous years, billboards were placed in major markets and areas heavily impacted by the energy boom in North Dakota. This year the billboards were displayed to coincide with the Governor's April 2019 "Safe Digging Month" proclamation and the locations were chosen well in advance in order to assure advertising locations in energy boom areas.

At each of the following locations, the billboard advertising was displayed for a minimum of 30 days: Fargo/West Fargo (2), Bismarck/Mandan (2), Grand Forks (2), Minot (2), Dickinson, Jamestown, Williston, Wahpeton, Devils Lake, and New Town.

Billboards displayed the 811 number along with the website of North Dakota One Call. The information included on the billboards is designed to communicate the vitally important message of making a call to the North Dakota One-Call number or 811 prior to the start of any digging or excavation activity.

The Commission believes this type of billboard advertising is an efficient and highly effective tool in sharing this extremely important safety message with the residents and all individuals conducting any type of excavation activity in North Dakota.

**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? Yes**

**If your answer to the above question is YES then please provide the date when copy was sent to PHMSA. 12/20/2018**



<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>  <i>(See instructions on back)</i>		OMB APPROVAL NO. <b>0348-0004</b>	PAGE _____ OF _____
		1. TYPE OF PAYMENT REQUESTED a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input checked="" type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	BASIS OF REQUEST <input checked="" type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
		3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED  <b>DOT/PHMSA/Office of the Pipeline Safety</b>	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY  <b>0</b>

6. EMPLOYER IDENTIFICATION NUMBER <b>45-0309764</b>	7. RECIPIENTS ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST FROM (month, day, year)    To (month, day, year) <b>1/1/2018</b> <b>12/31/2018</b>	
--	--	--	--

9. RECIPIENT ORGANIZATION  <b>Name: NORTH DAKOTA PUBLIC SERVICE COMMISSION</b>  <b>Number and Street: 600 E Boulevard 12th Fl</b>  <b>City, State and ZIP Code: Bismarck, ND 58505-0480</b>	10. PAYEE (Where check is to be sent if different then item 9)  <b>Name: NORTH DAKOTA PUBLIC SERVICE COMMISSION</b>  <b>Number and Street: 600 E Boulevard - Dept 408</b>  <b>City, State and ZIP Code: Bismarck, ND 58505-0480</b>
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**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 <i>(As of date)</i>				<b>\$21,601.00</b>
b. Less: Cumulative program income				
c. Net program outlays <i>(Line a minus line b)</i>				
d. Estimated net cash outlays for advance period				
e. Total <i>(Sum of line c &amp; d)</i>				
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 <i>(Line g minus line h)</i>				
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 <i>(Line a minus line b)</i>	

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 	DATE REQUEST SUBMITTED July 16, 2019
	TYPED OR PRINTED NAME AND TITLE Fahn, Patrick Director, Public Utilities Division	TELEPHONE (AREA CODE, NUMBER, EXTENSION) 7013284077

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

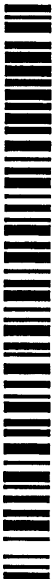
Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<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**

2018 contract with Newman Signs.pdf  
Expended Funds Details\_DP.pdf  
Expended Funds Details\_BB.pdf



**One Call Grant Progress Report – Cost Details**  
**2018 Damage Prevention Awareness Billboard Advertising**

**Listing of Personnel and associated costs paid for by grant**

Names of personnel and affiliation  
 (ie Joe Smith, State PSC; Carla Jones,  
 One Call Board; etc)

Indicate the amount of your One Call Grant award expended for each category

Salary

Fringe Benefits

Indirect Costs

**Listing of equipment and/or supply purchases and/or Contracts for Professional Services**

Equipment and/or Supplies\*

Contracts for Professional (outside)  
 Services\*  
 (Any contract for outside services must  
 be outlined and preapproved in advance)

\$7,231.00

\*Invoices must be attached to your Progress Report in FedSTAR

**Damages per 1000 Locate Tickets – 3-5 years**

Pipeline Damages per 1,000 locate  
 tickets

Data Source: \_\_ requested from operators. We collect data only from  
 natural gas operators jurisdictional to ND pipeline safety regulations.

CY 2018 \_\_\_\_ 1.73  
 CY 2017 \_\_\_\_ 2.15  
 CY 2016 \_\_\_\_ 2.25  
 CY 2015 \_\_\_\_ 2.59  
 CY 2014 \_\_\_\_ not available

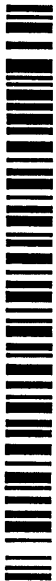
All Utility Damages per 1,000 locate  
 tickets (if available)

Data Source: \_\_\_\_ We collect data only from natural gas operators  
 jurisdictional to ND pipeline safety regulations.

CY 2018 \_\_\_\_  
 CY 2017 \_\_\_\_  
 CY 2016 \_\_\_\_  
 CY 2015 \_\_\_\_  
 CY 2014 \_\_\_\_

Narrative Explanation (optional)





**One Call Grant Progress Report – Cost Details  
2018 Damage Prevention Compliance Enforcement**

**Listing of Personnel and associated costs paid for by grant**

Names of personnel and affiliation (ie Joe Smith, State PSC; Carla Jones, One Call Board; etc)	Victor Schock, State PSC Jack Schuh, State PSC Patrick Fahn, State PSC
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**Indicate the amount of your One Call Grant award expended for each category**

Salary	\$7,875.50
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Fringe Benefits	\$2,895.98
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Indirect Costs	\$3,598.77
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**Listing of equipment and/or supply purchases and/or Contracts for Professional Services**

Equipment and/or Supplies*	\$0.00
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Contracts for Professional (outside) Services* (Any contract for outside services must be outlined and preapproved in advance)	\$0.00
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\*Invoices must be attached to your Progress Report in FedSTAR

**Damages per 1000 Locate Tickets – 3-5 years**

Pipeline Damages per 1,000 locate tickets	Data Source: ___ requested from operators. We collect data only from natural gas operators jurisdictional to ND pipeline safety regulations.  CY 2018 ___ 1.73 CY 2017 ___ 2.15 CY 2016 ___ 2.25 CY 2015 ___ 2.59 CY 2014 ___ not available
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All Utility Damages per 1,000 locate tickets (If available)	Data Source: ___ We collect data only from natural gas operators jurisdictional to ND pipeline safety regulations.  CY 2018 ___ CY 2017 ___ CY 2016 ___ CY 2015 ___ CY 2014 ___
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Narrative Explanation (optional)





NORTH DAKOTA PUBLIC SERVICE COMMISSION

CONTRACT AMENDMENT

Purchase of Service Contract	CONTRACT NUMBER GS-736-15
Amendment #3	Case No. GS-17-358

AMENDMENT to Contract between the State of North Dakota, acting though its North Dakota Public Service Commission, "STATE", and Newman Signs, Inc., "CONTRACTOR".

The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Contract, then, notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties.

Whereas, Section 2, Compensation, states that the contract is for an amount not to exceed \$10,450, and

Whereas, Section 3, Term of Contract, states that the agreement will end on June 30, 2016, and

Whereas, Section 3, Term of Contract, states that the contract may be extended up to three times for an additional period of time not to exceed 12 months per extension, and

Whereas, Section 17, Merger and Modification, the second paragraph states that in the event of an inconsistency or conflict among the documents making up this Contract, the documents must control in the order of precedence: b. CONTRACTOR'S proposal dated November 28, 2017, and

Whereas, the parties agree to extend the Contract for an additional 12 months for the period of July 1, 2018 to June 30, 2019, and the CONTRACTOR'S proposal for the period July 1, 2018 to June 30, 2019 is dated December 3, 2018, and

Therefore, Section 3, Term of Contract, is amended to change the expiration date to June 30, 2019 and

Therefore, Section 2, Compensation, is amended to state that the contract is for an amount not to exceed \$38,581 to provide an amount of \$7,231 for the contract period July 1, 2018 to June 30, 2019, and

Therefore, Section 17, Merger and Modification, the second paragraph is amended to state that:



Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in the order of precedence:

- a. The terms of this Contract as may be amended:
- b. CONTRACTOR'S proposals dated August 27, 2015, July 11, 2016, November 28, 2017, and December 3, 2018:
- c. United States Department of Transportation Standard Title VI/Non-Discrimination Assurances, Including Appendices A and E:
- d. All terms and conditions contained in any end user agreements (e.g. automated click-through, shrink wrap, or bonus wrap) are specifically excluded and null and void, and shall not alter the terms of the Contract.

All other terms of the Contract remain in effect.

This Contract Amendment is not effective until fully executed by all parties.



Purchase of Service Contract Amendment #3	CONTRACT NUMBER GS-736-15 Case No. GS-17-358
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EXECUTION

CONTRACTOR NAME

STATE OF NORTH DAKOTA

Newman Signs, Inc.

Acting through its North Dakota Public  
Service Commission

By: \_\_\_\_\_

By: Randy Christmann

Title: \_\_\_\_\_

Title: Randy Christmann, Chairman

Date: 12/4/18

Date: 12-19-2018

By: Julie Fedorchak

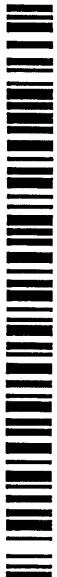
Title: Julie Fedorchak, Commissioner

Date: 12-19-2018

By: Brian Kroshus

Title: Brian Kroshus, Commissioner

Date: 12-19-2018





P.O. Box 1728  
Jamestown, North Dakota 58402  
1606 6th Ave SW

Jamestown, North Dakota 58401  
Phone: (701) 252-1970  
Fax: (701)252-7325

Booking Report #: PST0001516

ADVERTISER ND One Call

CUSTOMER # NDO-06-001

ADDRESS pfahn@nd.gov 600 E boulevard Ave, Dept. 408 Bismarck ND, 58505

TELEPHONE 0000000000

FAX \_\_\_\_\_

SALES REP Ross Kopp

The undersigned authorizes and directs Newman Signs, Inc., d/b/a Newman Outdoor Advertising, to execute this agreement showing listed below in accordance with the terms and conditions on the reverse of this contract, and, as necessary, to furnish posters in the quantity and at the price stated herein.

MARKET(S)	QTY	MONTHLY RATE PER PANEL	Agency %	NO. OF MONTHS	NET TOTAL	Start/End Date
BISMARCK POSTER-Bismarck poster space-	1	\$398.00	0.00	1	\$398.00	4/1/2019 to 4/30/2019
BISMARCK POSTER-Bismarck division space for Mandan(1) and Dickinson(1)-	2	\$0.00	0.00	1	\$0.00	4/1/2019 to 4/30/2019
FARGO POSTER-Fargo div space for Fargo(1) West Fargo(1)Grand Forks (2) Jamestown(1) Devils Lake(1) Wahpeton 1-	7	\$398.00	0.00	1	\$2,786.00	4/1/2019 to 4/30/2019
MINOT POSTER-Minot division space for Minot(2) Williston(1)-	3	\$398.00	0.00	1	\$1,194.00	4/1/2019 to 4/30/2019
MINOT POSTER-Minot division space for Newtown(1) (FULL PRICE)-	1	\$725.00	0.00	1	\$725.00	4/1/2019 to 4/30/2019
-PRODUCTION - BISMARCK-	14	\$152.00	0.00	1	\$2,128.00	4/1/2019 to 4/30/2019
				<b>Total</b>	<b>\$7,231.00</b>	

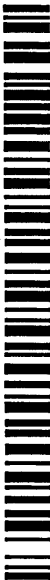
Approval by initial: AK

Additional Contract Notes: The prices and locations listed, with the exception of New Town, are all at a discounted rate, meaning that they are subject to be moved if necessary.

\*Note: Billing will commence on the date specified below. Artwork must be approved no later than two weeks prior to post date reserved.

**GENERAL TERMS AND CONDITIONS**

1. Newman Signs Inc., d/b/a Newman Outdoor Advertising (Newman) agrees to display all designs herein contracted for within five (5) days of the date reserved. Credit for failure to do so will be issued for the period from the date reserved to the date posting is executed, or the Advertiser may, at its option, receive make-good posting for an equal period.
2. Advertiser agrees to pay Newman within 30 days following the date the aforesaid advertising is displayed. Except as otherwise recorded herein said monthly sum shall be payable, whether or not the display shall be used or operated by the Advertiser. Interest shall accumulate at the maximum lawful rate provided for by applicable statutes on the accounts six days overdue. Inability of Newman to erect all advertising display(s) at one time, or secure all locations contracted for shall in no way constitute a breach of this contract, and any advertising display(s) which Newman is unable to erect, shall be cancelled from the contract at no charge to advertiser.
3. Political contracts shall be accepted only upon receipt of ten percent (10%) of the total amount of the contract, which is non-refundable. The balance shall be



- due and payable sixty (60) days in advance of the date(s) reserved.
4. Newman reserves the right to reject any copy (either before or after posting) which is morally offensive, false, misleading, deceptive or which violates existing laws. Advertiser warrants that all approved designs do not infringe upon any trademarks or copyrights, state or federal. Advertiser agrees to defend, indemnify and hold harmless Newman from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, content or subject matter of any copy displayed pursuant to this contract.
  5. If this contract is signed by an advertising agency, the term "Advertiser" as used herein shall include both the actual Advertiser and the advertising agency where applicable and all obligations of the Advertiser shall be joint and several obligations of both the actual Advertiser and the advertising agency. The actual Advertiser acknowledges that payments made to its advertising agency are not considered payments under this contract until received by Newman.
  6. This agreement is subject to approval by Newman. This agreement is accepted and executed in the State in which the displays are actually located and the laws of that State shall govern its interpretation, effect and rights and liabilities of the parties. The parties hereby irrevocably submit to the jurisdiction of the District Court of the county and state where the display is located over any action or proceeding to enforce or defend any matter arising from or relating to this contract. Advertiser hereby irrevocably waives the defense of an inconvenient forum as a defense to maintenance of any such action or proceeding in said court.
  7. It is expressly agreed that Newman is not bound by any stipulation, representation or agreement, verbal or otherwise, which is not set forth specifically in this contract.
  8. Advertiser shall not sublet, transfer, donate, or assign any advertising spots without the prior written consent of Newman.
  9. It is agreed that in the event of failure of the Advertiser to pay any rental installment due hereunder within sixty (60) days of the date due, the entire rental called for under the terms of this agreement shall become immediately due and payable and Newman shall be entitled to immediate recovery of the same, or Newman may, at its option, cancel this agreement or any part thereof and remove the advertising display(s) and recover the overdue balance. It is specifically agreed that should it be necessary for Newman to employ an attorney to enforce the provisions of this agreement or to file suit against the Advertiser to recover any amounts due hereunder, the Advertiser shall be obligated to pay a reasonable attorney fee to Newman, if Newman prevails in such lawsuit. In the event of default, the parties hereto consent to the jurisdiction of the North Dakota District Court located in Stutsman County, North Dakota to hear all disputes related to this contract.
  10. If Newman is prevented from posting or maintaining any of the spaces provided for herein by causes beyond its control of whatever nature, including, but not limited to, acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Newman is unable to deliver any portion of the services required in this contract, this shall not constitute a breach of contract by Newman. Credit shall be allowed to the Advertiser at the rate set forth herein for such space or service for the period that such space or service shall not be furnished.
  11. This contract is assignable in its entirety only, unless prior written consent from Newman is obtained allowing a partial assignment. It is the Advertiser's responsibility prior to an effective assignment to file a written contract or assignments signed by the Advertiser and any successor with Newman and secure Newman's approval in writing. The advertiser shall remain responsible for all payments remaining on said contract until the assignment procedure set forth above have been completely satisfied. In the event the Advertiser assigns his contract to a successor who requires change in copy, the cost of such change in copy must be mutually agreed upon between Newman and the successor of the Advertiser, then reduced to writing before any assignment thereof shall be valid.
  12. It is the Advertiser's responsibility to inform Newman whether it is a sole proprietorship, partnership, corporation, etc. Incorporated Advertiser's shall be bound by the signatures of the authorized agents. Unauthorized individuals who execute this document purportedly on behalf of an incorporated Advertiser shall assume personal responsibility for satisfying said contract.
  13. Upon approval by Newman, this contract is binding upon and shall inure to the benefit of all the parties hereto, as well as the respective heirs, successors, executors, administrators and assigns. All contracts are non-cancellable by Advertiser.

**TERMS AND CONDITIONS SPECIFIC TO BULLETINS**

1. After the end of expired term, contracted bulletins shall continue on a month to month basis or until either party gives a 30 day written termination notice.
2. Newman shall issue credit to the Advertiser for the period any bulletin is not in service and the account of an Advertiser shall be credited for the periods when an illuminated bulletin lacks illumination in an amount of \$12.50 per week per sign for 48' sign or \$6.25 per week for 24' illuminated sign. Any interruption in service to one or more bulletins shall in no way relieve the Advertiser of his obligation to make payments on the remaining bulletins as due nor shall any interruption in service to one or more bulletins void this contract.

**TERMS AND CONDITIONS SPECIFIC TO POSTERS**

1. The Advertiser agrees to furnish Newman a sufficient quantity of posters to execute posting at least five (5) working days prior to the date reserved, and failure to do so shall not affect or alter the display period and the Advertiser shall remain obligated for payment to Newman for the contract term. If Newman is requested by Advertiser to furnish such posters, such poster content shall be submitted by Newman to the advertiser and Advertiser shall approve such content or provide Newman with substitute posters within ten (10) days after submission by Newman to the Advertiser. In the case of default in furnishing substitute posters or in approving the poster content submitted by Newman within the ten (10) day period, commencement of service under this contract shall be deemed to occur on the date reserved and Advertiser shall remain liable under this contract.
2. Posters provided by Advertiser will have sufficient weight, tensile strength, and opacity to prevent "show through" of previously posted copy and will conform to the standard sizes currently approved by the appropriate industry organization. Newman retains exclusive control and supervision over the posting, maintenance, and removal of posters and over the location on which they are displayed. Unused posters may be disposed of by Newman upon completion of the scheduled call for herein, unless written instructions to do otherwise are received from Advertiser.
3. Illuminated poster panels will be illuminated from one-half hour before dusk until midnight.

**TERMS AND CONDITIONS SPECIFIC TO DIGITAL**

1. Approved artwork must be supplied to Newman Digital (with creative schedule) by noon the day before the spot is scheduled to run. Artwork set to run on Monday must be supplied to Newman Digital (with creative schedule) by noon the previous Friday. The network's computer runs in pre-programmed 24-hour cycles. No Exceptions. Failure to do so shall not affect or alter the display period and the Advertiser shall remain obligated for payment to Newman for the contract term. If Newman is requested by Advertiser to furnish such sign designs, such design content shall be submitted by Newman to the Advertiser and the Advertiser shall approve such content or provide Newman with substitute designs within ten (10) day after submission by Newman to the Advertiser. In the case of default in furnishing substitute designs or in approving the design content submitted by Newman within the ten (10) day period, commencement of service under this contract shall be deemed to occur on the date reserved and Advertiser shall remain liable under this contract.
2. Submitted designs and/or artwork must meet the preferred file format for content on Newman Digital displays.
3. Digital system may be pre-empted by Amber Alerts, weather related alerts, or issues regarding public safety.

**NEWMAN SIGNS, INC. dba  
NEWMAN OUTDOOR ADVERTISING**

Approved by \_\_\_\_\_

Date 12/3/18

**ADVERTISER**

Signed by \_\_\_\_\_

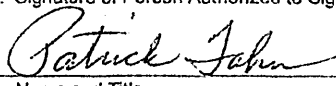
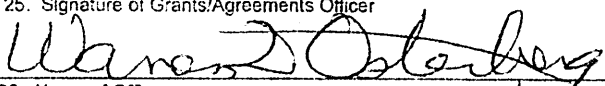
Print Name \_\_\_\_\_

Date \_\_\_\_\_

*Randy Christmann*  
\_\_\_\_\_  
Randy J Christmann  
\_\_\_\_\_  
12-19-2018  
\_\_\_\_\_



ASSISTANCE AGREEMENT

1. Award No. PH95618-0165		2. Modification No.		3. Effective Date 9/25/18		4. OFDANo 201701	
5. Awarded To NORTH DAKOTA STATE OF Attn: Patrick Fahn NORTH DAKOTA PUBLIC SERVICE COMMISSION 600 E BOULEVARD AVE DEPT 409 FL 12 BISMARCK ND 58505-0602				6. Sponsoring Office PHH Grants and Registration 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 USC 5106		10. Purchase Request or Funding Document No. PH956-18-0165			
11. Remittance Address NORTH DAKOTA STATE OF Attn: Patrick Fahn NORTH DAKOTA PUBLIC SERVICE COMMISSION 600 E BOULEVARD AVE DEPT 409 FL 12 BISMARCK ND 58505-0602				12. Total Amount Govt. Share: \$44,634.00  Cost Share : 00.00  Total : \$44,634.00		13. Funds Obligated This action: \$44,634.00  Total : \$44,634.00	
14. Principal Investigator Patrick Fahn, 701-328-4077 pfahn@nd.gov		15. Program Manager ZACH BARRETT Phone: 405-834-8344		16. Administrator Acquisition Services Division US DOT/PHMSA/BHF-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 5172318DE5.2018.P3GRT02020.50D0207000.41050.51000000.0000000000.0900000000.0000000000.0000000000							
21. Research Title and/or Description of Project PHMSA 2018 ONE CALL GRANT 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 PATRICK FAHN DIRECTOR PUBLIC UTILITIES DIV		24. Date Signed 9/26/2018		26. Name of Officer WARREN OSTERBERG		27. Date Signed 9/25/18	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
693JK31840024PSOC

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>ND - 2018 One Call Grant Award                      Obligated Amount: \$44,634.00</p> <p>ATTACHMENT: Terms and Conditions</p> <p>*****                      NOTE:                      The grantee will fill out and submit the annual Progress Report in FedSTAR after the period of performance is complete. PHMSA State Programs will contact the grantee after the award is executed with instructions on submitting the e-invoice for advance payment.                      *****</p> <p>The total amount of award: \$44,634.00. The obligation for this award is \$44,634.00.</p>				44,634.00



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

1200 New Jersey Avenue SE  
Washington DC 20590



## PIPELINE SAFETY

2018 One Call Payment Agreement  
for

NORTH DAKOTA PUBLIC SERVICE COMMISSION



## PIPELINE SAFETY PROGRAM - CFDA 20.721 One Call Grant


The Department of Transportation's Pipeline and Hazardous Materials Safety Administration (PHMSA) agrees to pay the *NORTH DAKOTA PUBLIC SERVICE COMMISSION* (State Agency), as authorized under 6106 of the Pipeline Inspection, Protection, Enforcement and Safety (PIPES) Act of 2006, the total grant amount for assisting the State with improving its One Call notification program.

The total grant amount is contingent on:

- 1) The State's actual expenses for each of the individual projects and their respective specified grant amounts provided in this document. PHMSA will not pay expenses in excess of those amounts assigned to an individual project in this document.
- 2) The State providing timely and accurate reports, as requested, on the project status.
- 3) The State providing timely and accurate expenses for each individual project at its completion or the end of the grant term, whichever occurs first.

The State Agency (State) agrees 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 assumes the responsibility for ensuring the Guidelines for States Participating in the Pipeline Safety Program manual (version effective to the grant period) is 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 One Call Grant and inspect records, invoices, and other relevant data pertaining to this 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 ICR plan must be on file with the PHMSA State Programs office during the applicable period of performance.
  7. The state's application and project plan 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. Modification to this agreement may be made only in writing, signed by the State and PHMSA, and specifically referred to as a modification to this Agreement.
  9. The following expenditures require PHMSA State Programs advance written approval:
    - a. Any contracts or sub-contracts for accomplishing the task specified in the application.
    - b. Change in the budget, scope, objective or key personnel in the State's application.
    - c. Changes in the project period within the grant period of performance. PHMSA State Programs must receive this request no later than 60 calendar days prior to the end of the grant period of performance.
  10. At the end of the agreement period, the State must submit a final financial status report, to report the status of all funds as part of the One Call Progress Report process. In addition the State should provide the break down of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other and Indirect Charges) and details of the projects accomplishments. This report must be submitted to PHMSA State Programs in electronic form via the Federal-State Tracking and Reporting (FedSTAR) system. If grant funds are not expended by the end of the agreement period and no extension is granted, the grantee should submit a check payable to DOT/PHMSA for the amount to be returned to PHMSA within 90 days of the report submission date.
  11. Method of payment. A payment of 100% will be made upon receipt of an iSupplier request for the approved payment amount. PHMSA will make all payments under this agreement by electronic funds transfer (EFT).
  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](mailto: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](mailto:rex.evans@dot.gov)



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

DEPARTMENT OF TRANSPORTATION

PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION  
 2018 One Call Grant Summary

Office: NORTH DAKOTA PUBLIC SERVICE COMMISSION

Contact: Fahn, Patrick



Priority	Project Title	Requested	GAC Amount	Actual Allocation
1	2018 Damage Prevention Awareness Billboard Advertising	\$50,000.00	\$50,000.00	\$37,195.00
	1.2 Compliance Enforcement - Cost of enforcement and/or complaint investigations			
3	2018 Damage Prevention Awareness Billboard Advertising	\$10,000.00	\$10,000.00	\$7,439.00
	3.6 Development and/or conduct of damage prevention awareness campaigns - Advertisements			
<b>Project Totals</b>		<b>\$60,000.00</b>	<b>\$60,000.00</b>	<b>\$44,634.00</b>

**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](mailto: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 debar 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.

- 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](http://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](http://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 7<sup>th</sup> Floor  
Washington, DC 20590  
Email: [hotline@oig.dot.gov](mailto: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.

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- 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/execomp.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.frs.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](http://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](mailto: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)