



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

# Pipeline Safety

## 2019 One Call Progress Report - Final

NORTH DAKOTA PUBLIC SERVICE COMMISSION

**Please follow the directions listed below:**

1. Fill out each required section.
2. If there is not an amount to be returned to PHMSA, sign the document and email it to [Carrie.Winslow@dot.gov](mailto:Carrie.Winslow@dot.gov).
3. If there is an amount to be returned to PHMSA:
  - 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. Sign the 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.



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

DEPARTMENT OF TRANSPORTATION

PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION  
 2019 One Call Grant Summary

Office: NORTH DAKOTA PUBLIC SERVICE COMMISSION

Contact: Fahn, Patrick



Priority	Project Title	Requested	GAC Amount	Actual Allocation
1	<b>2019 One-Call Enforcement</b> 1.2 Compliance Enforcement - Cost of enforcement and/or complaint investigations	\$50,000.00	\$50,000.00	\$43,500.00
3	<b>2019 Damage Prevention Awareness Campaign</b> 3.6 Development and/or conduct of damage prevention awareness campaigns - Advertisements	\$10,000.00	\$10,000.00	\$8,700.00
<b>Project Totals</b>		<b>\$60,000.00</b>	<b>\$60,000.00</b>	<b>\$52,200.00</b>

## One Call Grant Progress Report Summary

<b>One Call Allocation:</b>	\$ 52,200.00
<b>One Call Allocation Expenditures:</b>	\$ 29,007.08
<b>Amount to be returned to PHMSA:</b>	\$ 23,192.92

*Patrick John*  
\_\_\_\_\_  
Authorized Signature

*12/9/2020*  
\_\_\_\_\_  
Date

## Priority 1 Project

**Title of Requested Project:** 2019 One-Call Enforcement Program

**Amount of One Call Grant expended in 2019 on this project:** \$ 20,315.28

### **Purpose and effectiveness of this One Call Damage Prevention Project:**

2019 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 2017, 14 One-Call complaints were filed with the Commission alleging violations of North Dakota's One-Call law and 23 complaints were decided in 2017. In 2018, 49 complaints were filed and 17 complaints were decided. In 2019, 23 complaints were filed and 60 complaints were decided.

**Did you buy any equipment? Please describe what equipment was purchased, how it relates to damage prevention and how this equipment has contributed to the success of this project. Indicate the Cost of Equipment/Supplies and if the percentage of primary use in damage prevention applications exceed 50% (if not, indicate why).**

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? If yes, then indicate the date the contract was sent to PHMSA.**

No

## Priority 3 Project

**Title of Requested Project:** 2019 Damage Prevention Awareness Campaign

**Amount of One Call Grant expended in 2019 on this project:** \$ 8,691.80

### **Purpose and effectiveness of this One Call Damage Prevention Project:**

2019 Damage Prevention Awareness Campaign

One-Call grant funding for the year 2019 paid the cost for "Call 811 or Click ndonecall.com Before you dig" billboards at 14 locations across North Dakota as well as educational/informational materials and items utilizing the 811 logo. As in previous years, billboards were placed in major markets and areas heavily impacted by the energy boom in North Dakota. The billboards were displayed to coincide with 'safe digging month' April 2020. At each of the following locations, the billboard advertising was displayed for a minimum of 30 days: Bismarck, Mandan, Dickinson, Fargo, West Fargo, Grand Forks(2), Jamestown, Devils Lake, Whapeton, Minot(2), Williston and Bowman. 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 811 prior to the start of any digging or excavation activity. In addition to the billboards, a portion of the grant was used to purchase educational/informational materials and items utilizing the 811 logo and message. The materials and items were intended to be distributed at events such as the North Dakota State Fair, the Common Ground Alliance Safety Summit, and Pipeline Safety Operator Training. However, due to the Covid-19 pandemic, these events were all cancelled for 2020, leaving us with no events to distribute the materials. We have retained the materials and will be able to utilize them during future events.

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

**Did you buy any equipment? Please describe what equipment was purchased, how it relates to damage prevention and how this equipment has contributed to the success of this project. Indicate the Cost of Equipment/Supplies and if the percentage of primary use in damage prevention applications exceed 50% (if not, indicate why).**

Yes. Purchased educational/informational 811 materials and items. The percentage of primary use in damage prevention applications is 100%.

**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? If yes, then indicate the date the contract was sent to PHMSA.**

Yes. Contract copy was emailed to PHMSA on January 31, 2020.

## One Call Grant Progress Report – Cost Details

### 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; Patrick Fahn, State PSC; Jack Schuh, State PSC; Adam Renfandt, State PSC; Brian Johnson, State PSC
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Indicate the amount of your One Call Grant award expended for each category

Salary	\$11,005.60
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Fringe Benefits	\$4,336.34
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Indirect Costs	\$4,973.34
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### Listing of equipment and/or supply purchases and/or Contracts for Professional Services

Equipment and/or Supplies*	\$1,787.80 Educational/informational 811 Supplies
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Contracts for Professional (outside) Services* (Any contract for outside services must be outlined and preapproved in advance)	\$6,904.00 Billboard Advertising
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\*Invoices must be attached to your Progress Report

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

Pipeline Damages per 1,000 locate tickets	Data Source: We collect data from ND Pipeline Safety jurisdictional nat gas operators. CY 2019 <u>1.52</u> CY 2018 <u>1.73</u> CY 2017 <u>2.15</u> CY 2016 <u>2.25</u> CY 2015 <u>2.59</u>
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All Utility Damages per 1,000 locate tickets (If available)	Data Source: We do not collect this data. CY 2019 <u>0</u> CY 2018 <u>0</u>
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	CY 2017 <u>0</u> CY 2016 <u>0</u> CY 2015 <u>0</u>
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Narrative Explanation (optional)



**Remit To:**

American Solutions for Business  
8479 Solution Center  
Chicago IL 60677-8004

Return Service Requested

Invoice Date 2/18/20	Account Number ASB000000471273	Invoice Number INV04634082
Invoice Amount Payable in U.S Dollars 296.97		Amount Paid

VOUCHER ID 10581

NORTH DAKOTA PUBLIC SERVICE COMMISSION  
600 E. BOULEVARD AVENUE, DEPT 408  
BISMARCK ND 58505-0408

Ship to: NORTH DAKOTA PUBLIC SERVICE  
COMMISSION  
600 E. BOULEVARD AVENUE, DEPT 408  
Bismarck ND 58505-0408

7200  
532035  
S.C. R79A

Please Remit Top Portion with Payment

**Customer Invoice**

Invoice Date 2/18/20	Order Date 1/24/20	Ship Via UPS GROUND	Sales Order No 0000000818	Customer PO Number		
Customer Account Number ASB000000471273	Invoice Number INV04634082	Terms Net 30	Sales Associate 01180-James & Cathy Christopherson			
Ship Date	PO#	Quantity Shipped	Description	Unit Price	Unit	Extended Amount
2/10/20		250.0000	4x5 Sq. Cut Digital Full Color Copy: 811 Vertical Logo w/ Text  Ultra removable adhesive back.	1.1000	EA	275.00
2/10/20		1.0000	Freight	21.9700	EA	21.97

Notes:

Net 30

**Business Forms**

Continuous Unit Sets  
Labels Tags  
Envelopes Letterhead  
Copier Supplies Direct Mail  
Design Services Management Services

**Promotions/Ad Specialties**

Glassware Business Gifts Calendars  
Cards Key Tags Pens & Pencils  
Magnets Wearables Bags  
Caps Recycled Plastics Awards  
Incentive Programs Packaging Supplies

Subtotal	296.97
Surcharge	0.00
Discount	0.00
Taxes	0.00
Deposit	0.00
Amount Due - in USD	296.97

**Thank you for thinking of American Solutions for Business**

P.O. Box 218 • Glenwood, MN 56334-0218  
Phone (800) 862-3690 • Fax (320) 634-5265

Customer Invoice



**Remit To:**  
American Solutions for Business  
8479 Solution Center  
Chicago IL 60677-8004  
Return Service Requested

Invoice Date 2/18/20	Account Number ASB000000471273	Invoice Number INV04629416
Invoice Amount Payable in U.S Dollars 560.88		Amount Paid

**VOUCHER ID 10582**

NORTH DAKOTA PUBLIC SERVICE COMMISSION  
600 E. BOULEVARD AVENUE, DEPT 408  
BISMARCK ND 58505-0408

7200  
532035  
R7919

Ship to: NORTH DAKOTA PUBLIC SERVICE  
COMMISSION  
600 E. BOULEVARD AVENUE, DEPT 408  
Bismarck ND 58505-0408

Please Remit Top Portion with Payment

**Customer Invoice**

Invoice Date 2/18/20	Order Date 1/24/20	Ship Via BESTWAY	Sales Order No 0000000820	Customer PO Number		
Customer Account Number ASB000000471273	Invoice Number INV04629416	Terms Net 30	Sales Associate 01180-James & Cathy Christopherson			
Ship Date	PO#	Quantity Shipped	Description	Unit Price	Unit	Extended Amount
2/7/20		500.0000	BIG ECOLUTIONS 2" X 3" NOTEPAD BIC (R) ECOLUTIONS (R) 2" X 3" ADHESIVE NOTEPADS, 100 SHEET PAD THE WHOLE SHEET IS AVAILABLE TO IMPRINT IN FULL COLOR.  Copy: 811 Vertical Logo w/ Text in Corner OR 811 Horizontal Logo w/Text across the bottom of the pad	1.0300	EA	515.00
2/7/20		1.0000	Freight	45.8800	EA	45.88

Notes:

Net 30

**Business Forms**

Continuous Unit Sets  
Labels Tags  
Envelopes Letterhead  
Copier Supplies Direct Mail  
Design Services Management Services

**Promotions/Ad Specialties**

Glassware Business Gifts Calendars  
Cards Key Tags Pens & Pencils  
Magnets Wearables Bags  
Caps Recycled Plastics Awards  
Incentive Programs Packaging Supplies

Subtotal	560.88
Surcharge	0.00
Discount	0.00
Taxes	0.00
Deposit	0.00
Amount Due - in USD	560.88

Customer Invoice

Thank you for thinking of American Solutions for Business

P.O. Box 218 • Glenwood, MN 56334-0218  
Phone (800) 862-3690 • Fax (320) 634-5265



**Remit To:**  
American Solutions for Business  
8479 Solution Center  
Chicago IL 60677-8004  
  
Return Service Requested

Invoice Date 2/18/20	Account Number ASB000000471273	Invoice Number INV04629415
Invoice Amount Payable in U.S Dollars 570.15		Amount Paid

VOUCHER ID 10583

NORTH DAKOTA PUBLIC SERVICE COMMISSION  
600 E. BOULEVARD AVENUE, DEPT 408  
BISMARCK ND 58505-0408

7200  
532035  
R7919

Ship to: NORTH DAKOTA PUBLIC SERVICE  
COMMISSION  
600 E. BOULEVARD AVENUE, DEPT 408  
Bismarck ND 58505-0408

Please Remit Top Portion with Payment

**Customer Invoice**

Invoice Date 2/18/20	Order Date 1/24/20	Ship Via UPS GROUND	Sales Order No 0000000819	Customer PO Number FULL COLOR IMPRINT		
Customer Account Number ASB000000471273	Invoice Number INV04629415	Terms Net 30	Sales Associate 01180-James & Cathy Christopherson			
Ship Date 2/7/20	PO#	Quantity Shipped 100.0000	Description JUNIOR PADFOLIO AVAILABLE COLORS: RED W/BLACK TRIM (33), BLUE W/ BLACK TRIM (33) & GRAY W/BLACK TRIM (34)  IMPRINT AREA: 2-1/2" H X 4" W  4-COLOR IMPRINT  COPY: 811 VERTICAL LOGO W/TEXT LOGO IMPRINTED IN FULL COLOR	Unit Price 4.3000	Unit EA	Extended Amount 430.00

Notes:

Net 30

**Business Forms**

Continuous Unit Sets  
Labels Tags  
Envelopes Letterhead  
Copier Supplies Direct Mail  
Design Services Management Services

**Promotions/Ad Specialties**

Glassware Business Gifts Calendars  
Cards Key Tags Pens & Pencils  
Magnets Wearables Bags  
Caps Recycled Plastics Awards  
Incentive Programs Packaging Supplies

**Thank you for thinking of American Solutions for Business**

P.O. Box 218 • Glenwood, MN 56334-0218  
Phone (800) 862-3690 • Fax (320) 634-5265

**Customer Invoice**



**Remit To:**  
American Solutions for Business  
8479 Solution Center  
Chicago IL 60677-8004  
  
Return Service Requested

Invoice Date 2/18/20	Account Number ASB000000471273	Invoice Number INV04629415
Invoice Amount Payable in U.S Dollars 570.15		Amount Paid

NORTH DAKOTA PUBLIC SERVICE COMMISSION  
600 E. BOULEVARD AVENUE, DEPT 408  
BISMARCK ND 58505-0408

Ship to: NORTH DAKOTA PUBLIC SERVICE  
COMMISSION  
600 E. BOULEVARD AVENUE, DEPT 408  
Bismarck ND 58505-0408

Please Remit Top Portion with Payment

**Customer Invoice**

Invoice Date 2/18/20	Order Date 1/24/20	Ship Via UPS GROUND	Sales Order No 0000000819	Customer PO Number FULL COLOR IMPRINT		
Customer Account Number ASB000000471273	Invoice Number INV04629415	Terms Net 30	Sales Associate 01180-James & Cathy Christopherson			
Ship Date	PO#	Quantity Shipped	Description	Unit Price	Unit	Extended Amount
2/7/20		1.0000	Set Up Charge SET-UP CHARGE FOR FULL COLOR IMPRINT	75.0000	EA	75.00
2/7/20		1.0000	Freight	65.1500	EA	65.15

Notes:

Net 30

**Business Forms**

Continuous Unit Sets  
Labels Tags  
Envelopes Letterhead  
Copier Supplies Direct Mail  
Design Services Management Services

**Promotions/Ad Specialties**

Glassware Business Gifts Calendars  
Cards Key Tags Pens & Pencils  
Magnets Wearables Bags  
Caps Recycled Plastics Awards  
Incentive Programs Packaging Supplies

Subtotal	570.15
Surcharge	0.00
Discount	0.00
Taxes	0.00
Deposit	0.00
Amount Due - in USD	570.15

**Thank you for thinking of American Solutions for Business**

P.O. Box 218 • Glenwood, MN 56334-0218  
Phone (800) 862-3690 • Fax (320) 634-5265

**Customer Invoice**



**Remit To:**  
American Solutions for Business  
8479 Solution Center  
Chicago IL 60677-8004  
  
Return Service Requested

Invoice Date 3/27/20	Account Number ASB000000471273	Invoice Number INV04686470
Invoice Amount Payable in U.S Dollars 359.80		Amount Paid

Voucher ID: 10654

7200  
532035  
R7919

NORTH DAKOTA PUBLIC SERVICE COMMISSION  
600 E. BOULEVARD AVENUE, DEPT 408  
BISMARCK ND 58505-0408

Ship to: NORTH DAKOTA PUBLIC SERVICE  
COMMISSION  
600 E. BOULEVARD AVENUE, DEPT 408  
Bismarck ND 58505-0408

Please Remit Top Portion with Payment

**Customer Invoice**

Invoice Date 3/27/20	Order Date 2/28/20	Ship Via UPS GROUND	Sales Order No 0000000851	Customer PO Number FULL COLOR IMPRINT		
Customer Account Number ASB000000471273	Invoice Number INV04686470	Terms Net 30	Sales Associate 01180-James & Cathy Christopherson			
Ship Date	PO#	Quantity Shipped	Description	Unit Price	Unit	Extended Amount
3/12/20		66.0000	JUNIOR PADFOLIO EXACT REPEAT WITH QUANTITY CHANGE	4.3000	EA	283.80
3/12/20		1.0000	RESET CHARGE	30.0000	EA	30.00
3/12/20		1.0000	Freight	46.0000	EA	46.00

Notes:

Net 30

**Business Forms**

Continuous Unit Sets  
Labels Tags  
Envelopes Letterhead  
Copier Supplies Direct Mail  
Design Services Management Services

**Promotions/Ad Specialties**

Glassware Business Gifts Calendars  
Cards Key Tags Pens & Pencils  
Magnets Wearables Bags  
Caps Recycled Plastics Awards  
Incentive Programs Packaging Supplies

Subtotal	359.80
Surcharge	0.00
Discount	0.00
Taxes	0.00
Deposit	0.00
Amount Due - in USD	359.80

Thank you for thinking of American Solutions for Business

P.O. Box 218 • Glenwood, MN 56334-0218  
Phone (800) 862-3690 • Fax (320) 634-5265

**Customer Invoice**

## Schock, Victor F.

---

**From:** Evans, Rex (PHMSA) <rex.evans@dot.gov>  
**Sent:** Monday, February 10, 2020 7:20 AM  
**To:** Schock, Victor F.  
**Cc:** Fahn, Patrick J.; Barrett, Zach (PHMSA); 'glynn.blanton@dot.gov'  
**Subject:** RE: ND contract under One-Call Grant  
**Attachments:** PU-19-128 One Call Billboard Contract.pdf

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Thank you Victor. The contract appears within scope of the 2019 One-Call award and we have no issues at this time. Please keep in your records and provide copy of final paid invoice along with the progress report at end of grant period. Rex Evans

### *Rex Evans*

Supervisor – Grants Management Specialist  
PHMSA State Programs  
4663 Thompson RD.  
Springfield, IL 62711  
217-679-8495 (office)  
217-801-8014 (cell)  
[rex.evans@dot.gov](mailto:rex.evans@dot.gov)

**From:** Schock, Victor F. [mailto:vschock@nd.gov]  
**Sent:** Friday, January 31, 2020 10:18 AM  
**To:** Barrett, Zach (PHMSA) <Zach.Barrett@dot.gov>; Evans, Rex (PHMSA) <rex.evans@dot.gov>; 'glynn.blanton@dot.gov'  
**Cc:** pfahn <pfahn@nd.gov>  
**Subject:** ND contract under One-Call Grant

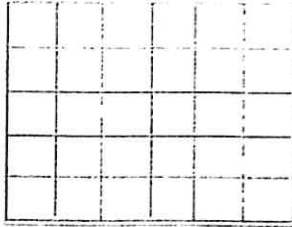
Good morning,

Attached is a copy of the fully executed contract for billboard advertising services for North Dakota's Priority 3 project under the 2019 One-Call Grant. The advertising will be provided in April 2020 during Safe-Digging month.

Thanks,

### **Victor Schock**

Public Utility Analyst  
North Dakota Public Service Commission  
600 E Boulevard Ave, Dept 408  
Bismarck, ND 58505-0408  
**(701)328-3397**  
[vschock@nd.gov](mailto:vschock@nd.gov)



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 #: PST0002332

ADVERTISER ND Public Service Commission

CUSTOMER # NDO-06-001

ADDRESS 600 E boulevard Ave, Dept. 408 Bismarck ND, 58505

TELEPHONE 701-328-2400

FAX \_\_\_\_\_

SALES REP Ross Kopp

EMAIL vschock@nd.gov

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-Space for Bismarck(1) and Mandan(1)-	2	\$398.00	0.00	1	\$796.00	4/1/2020 to 4/30/2020
BISMARCK POSTER-Space for Dickinson (1) and Bowman (1)-	2	\$0.00	0.00	1	\$0.00	3/1/2020 to 3/31/2020
FARGO POSTER-Space for Fargo(1) and West Fargo (1)-	2	\$398.00	0.00	1	\$796.00	4/1/2020 to 4/30/2020
FARGO POSTER-Space for Grand Forks(2), Jamestown(1), Devils Lake (1), and Wahpeton(1)-	5	\$398.00	0.00	1	\$1,990.00	3/1/2020 to 3/31/2020
MINOT POSTER-Space for Minot (2)-	2	\$398.00	0.00	1	\$796.00	4/1/2020 to 4/30/2020
MINOT POSTER-Space for Williston (1)-	1	\$398.00	0.00	1	\$398.00	3/1/2020 to 3/31/2020
-PRODUCTION - BISMARCK-	4	\$152.00	0.00	1	\$608.00	4/1/2020 to 4/30/2020
-PRODUCTION - FARGO-	7	\$152.00	0.00	1	\$1,064.00	4/1/2020 to 4/30/2020
-PRODUCTION - MINOT-	3	\$152.00	0.00	1	\$456.00	4/1/2020 to 4/30/2020
				<b>Total</b>	<b>\$6,904.00</b>	

Approval by initial: BK

Additional Contract Notes:

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

6 GS-19-128 Filed 01/22/2020 Pages: 6  
 Contract for advertising services  
 Public Service Commission

**GENERAL TERMS AND CONDITIONS**

- 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 sixty 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.
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 located in Burleigh County 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 Burleigh 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. When bulletins are contracted for 12 months or longer, after the end of the 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.

*These appendices do NOT need to be filled out and sent back to PHMSA.*

RK

#### APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Pipeline and Hazardous Materials Safety Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Pipeline and Hazardous Materials Safety Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the Pipeline and Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Rk

RK

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

ADVERTISER

NEWMAN SIGNS, INC. dba  
NEWMAN OUTDOOR ADVERTISING

Approved by: [Signature]

Date: 1/14/2020

State of North Dakota  
Public Service Commission

By: [Signature]

Title: Brian Kroshus, Chairman

Date: Jan 22, 2020

By: [Signature]

Title: Randy Christmann, Commissioner

Date: Jan 22, 2020

By: [Signature]

Title: Julie Fedorchak, Commissioner

Date: Jan 22, 2020



**Please Remit To**

Newman Signs, Inc.  
1606 6th Ave Sw  
PO Box 1728  
Jamestown, ND 58401-5328

P.O. Box 1728  
Jamestown, ND 58402  
Phone: 701-252-1970  
Fax: 701-252-7325

Physical Address  
1606 6th Ave SW  
Jamestown, ND 58401

Voucher ID: 106047

**Bill To**

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

7200  
621815  
PSR7919-01

Invoice Number PSTINV014355  
Invoice Date 3/20/2020  
Agreement Number PST0002557  
PO Number

Rental Period	March	Payment Terms	Net 30	Due Date	4/19/2020	
Customer ID	NDO-06-001 <th>Customer Name</th> <td>ND One Call <th>Salesperson</th> <td>Ross Kopp</td> </td>	Customer Name	ND One Call <th>Salesperson</th> <td>Ross Kopp</td>	Salesperson	Ross Kopp	
Structure	Location	City	Rate	Quantity	Markdown	Amount
5546	Hwy 2/85 E/O JCT (E/O 4 Mi Bar)	WILLISTON	398.00	1.00	0.00	\$398.00
2378	Demers@ 17th St.	GRAND FORKS	398.00	1.00	0.00	\$398.00
3533	Hwy 22 S, 1.8 mi S/O Villard (Middle Board)	DICKINSON	0.00	1.00	0.00	\$0.00
4483	Hwy 12 E/O Main St	BOWMAN	0.00	1.00	0.00	\$0.00
4940	S. Wash. n/o 28th	GRAND FORKS	398.00	1.00	0.00	\$398.00
2733	5th Ave @ 7th St.	DEVILS LAKE	398.00	1.00	0.00	\$398.00
5195	Bus Rt. W. #1	JAMESTOWN	398.00	1.00	0.00	\$398.00
3825	210 Bypass	WAHPETON	398.00	1.00	0.00	\$398.00

<b>Subtotal</b>	\$	2,388.00
<b>Tax</b>	\$	0.00
Payments/Credits	\$	(0.00)
<b>TOTAL DUE</b>	\$	<b>2,388.00</b>

Thank you for your business!  
Newman Signs, Inc., 1606 6th Ave Sw, PO Box 1728, Jamestown, ND 58401-5328  
Phone: (701) 252-1970



**Please Remit To**

Newman Signs, Inc.  
1606 6th Ave Sw  
PO Box 1728  
Jamestown, ND 58401-5328

P.O. Box 1728  
Jamestown, ND 58402  
Phone: 701-252-1970  
Fax: 701-252-7325

Physical Address  
1606 6th Ave SW  
Jamestown, ND 58401

Voucher ID: 10695  
7200  
621815  
PSR7919-01

**Bill To**

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

Invoice Number PSTINV014588  
Invoice Date 4/30/2020  
Agreement Number PST0002557  
PO Number

Rental Period	April	Payment Terms	Net 30	Due Date	5/30/2020	
Customer ID	NDO-06-001	Customer Name	ND One Call	Fin. Charge %	1.5	
Structure	Location	City	Rate	Quantity	Markdown	Amount
5168	Express N/O Main (River City)	BISMARCK	398.00	1.00	0.00	\$398.00
2476	Main e/o 9th St.	WEST FARGO	398.00	1.00	0.00	\$398.00
1166	Hwy 83 S/O 46th Ave NE (North Bypass)	MINOT	398.00	1.00	0.00	\$398.00
1606	2625 E Burdick W/O 27th St SE (Fairgrounds)	MINOT	398.00	1.00	0.00	\$398.00
	PRODUCTION - BISMARCK		152.00	1.00	0.00	\$152.00
	PRODUCTION - FARGO		152.00	1.00	0.00	\$152.00
	PRODUCTION - MINOT		152.00	1.00	0.00	\$152.00
1591	1325 E Main Mandan	MANDAN	398.00	1.00	0.00	\$398.00
	PRODUCTION - BISMARCK		152.00	1.00	0.00	\$152.00
	PRODUCTION - BISMARCK		152.00	1.00	0.00	\$152.00
	PRODUCTION - BISMARCK		152.00	1.00	0.00	\$152.00
	PRODUCTION - MINOT		152.00	2.00	0.00	\$304.00
5217	13th Ave e/o Westrac Dr.	FARGO	398.00	1.00	0.00	\$398.00
	PRODUCTION - FARGO		152.00	1.00	0.00	\$152.00
	PRODUCTION - FARGO		152.00	5.00	0.00	\$760.00

Subtotal \$ 4,516.00  
Tax \$ 0.00  
Payments/Credits \$ (0.00)  
**TOTAL DUE \$ 4,516.00**

Thank you for your business!  
Newman Signs, Inc., 1606 6th Ave Sw, PO Box 1728, Jamestown, ND 58401-5328  
Phone: (701) 252-1970