U.S. Department
of Transportation

Pipeline and Hazardous
Materials Safety Administration

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

SEP 22 2015

J. Douglas Carper
City of Newport News
2400 Washington Ave Ste Main
Newport News, VA, 23607-4301

SUBJECT: 2015 Technical Assistance Grant # DTPH5615GPPT06 - EXECUTED

Dear Mr. Carper:

Enclosed is one (1) executed copy of 2015 Technical Assistance Grant # DTPH5615GPPT06, for your records. If you have any questions or concerns regarding this matter, please do not hesitate to contact Mr. Saurabh Vasudeva by phone at (202) 366-4429 or by email at Saurabh.vasudeva@dot.gov.

Sincerely,

Warren D. Osterberg
Contracting Officer

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DTPH5615GPPT06		09/30/2015	20.710

5. Awarded To	6. Sponsoring Office	7. Period of Performance
NEWPORT NEWS, CITY OF 2400 WASHINGTON AVE STE MAIN NEWPORT NEWS VA 23607-4301	Program Development 1200 New Jersey Avenue, SE E21-321 Washington DC 20590	09/30/2015 through 09/29/2016

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
[X] Grant [ ] Cooperative Agreement [ ] Other	49 U.S.C. 60130	956-15-0075

11. Remittance Address	12. Total Amount	13. Funds Obligated
NEWPORT NEWS, CITY OF 2400 WASHINGTON AVE STE MAIN NEWPORT NEWS VA 23607-4301	Govt. Share: $50,000.00 Cost Share : $0.00 Total : $50,000.00	This action: $50,000.00 Total : $50,000.00

14. Principal Investigator	15. Program Manager	16. Administrator
J. Douglas Carper Phone: 757-926-8751	Karen Lynch Phone: 202-366-6855	Acquisition Services Division US DOT/PHMSA/PHA-30 1200 New Jersey Avenue, SE E22-317 Washington DC 20590-0001

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
US DOT/PHMSA/Financial Operations, AMK-316 P.O. Box 269039 (MMAC) Oklahoma City OK 73126-9039	US DOT/PHMSA/Financial Operations, AMK-316 P.O. Box 269039 (MMAC) Oklahoma City OK 73126-9039	see Article X. Reports of Grant Agreement

20. Accounting and Appropriation Data

5172A15DA1.2015.PSGRT04020.50D0204000.41050

21. Research Title and/or Description of Project

2015 TECHNICAL ASSISTANCE GRANT

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	24. Date Signed	26. Name of Officer	27. Date Signed
		WARREN OSTERBERG	9/22/15

NAME OF OFFEROR OR CONTRACTOR
NEWPORT NEWS, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: Net 30				
0001	Total Obligated Amount Obligated Amount: $50,000.00 FOB: Destination The total amount of award: $50,000.00. The obligation for this award is $50,000.00.				50,000.00

TABLE OF CONTENTS

Article I. Award Information 4
Section 1.01 Recipient Information 4
Section 1.02 Awarding Agency Information 4
Section 1.03 Basic Award Information 4
Article II. Background 4
Section 2.01 Background 4
Section 2.02 Statement of Purpose 5
Section 2.03 Specific Objective(s) of the Agreement 5
Article III. Expected Program Outputs 5
Article IV. Deliverables 5
Article V. Dissemination of Technical Findings 5
Article VI. Delineation of Tasks/Deliverables 5
Section 6.01 Incorporation of Recipient's Application 5
Article VII. Agreement Officials 6
Agreement Officer (AO) 6
Agreement Administrator (AA) 6
Agreement Officer's Representative (AOR) 6
Principal Investigator (PI) 6
Article VIII. Terms and Conditions 6
Article IX. Special Terms and Conditions 7
Section 9.01 Modifications 7
Section 9.02 Travel 7
Article X. Reports 7
Section 10.01 Progress Report / Mid-Term Report 7
Section 10.02 Federal Financial Status Report 7
Section 10.03 Final Report 7
Section 10.04 Final Federal Financial Report 7
Article XI. Consideration and Payment 8
Section 11.01 Request for Advance/Reimbursement 8
Section 11.02 Registration requirement 8
Article XII. Attachments 8

Article I. Award Information

Section 1.01 Recipient Information

City of Newport News
2400 Washington Ave Ste Main
Newport News, VA, 23607-4301
DUNS: 809755085

Primary Contact: J. Douglas Carper, jcarper@nnva.gov, (757) 926-8751

Section 1.02 Awarding Agency Information

U.S. Department of Transportation (US DOT)
Pipeline and Hazardous Materials Safety Administration (PHMSA)
1200 New Jersey Avenue, SE
Room E22-317
Washington, D.C. 20590

Primary Contact: Saurabh Vasudeva, saurabh.vasudeva@dot.gov, (202) 366-4429

Section 1.03 Basic Award Information

Funding Opportunity Title: "Technical Assistance Grants (TAG)"
Funding Opportunity Number: DTPH5615SN0002
CFDA Number: 20.710
Award Type: Grant Agreement
Award Number: DTPH5615GPPT06
Project Title: 2015 Technical Assistance Grant
Project/Performance Period: Twelve (12) months from the effective date of award.
Grant Amount: $50,000.00

Article II. Background

Section 2.01 Background

Experience shows that informed communities play a vital role in the safety and reliability of pipeline operations. The Technical Assistance Grants (TAG) program, first authorized in the Pipeline Safety Improvement Act of 2002 (Act) (P. L. 107-355, codified at 49 U.S.C. 60130), offers opportunities to strengthen the depth and quality of public participation in pipeline safety matters. Section 9 of the Act, titled: "Pipeline Safety Information Grants to Communities" authorized the Secretary of Transportation to make grants to local communities and organizations for technical assistance relating to pipeline safety issues. The TAG program has been amended by Section 5 of the PIPES Act of 2006 (P.L. 109-468) and Section 32 of the Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011 (P.L. 112-90).

These grants will allow communities and groups of individuals to obtain funding for technical assistance in the form of engineering or other scientific analysis of pipeline safety issues and help promote public participation in official proceedings. For purposes of grant eligibility, communities are defined as cities, towns, villages, counties, parishes, townships, and similar governmental subdivisions, or consortiums of such subdivisions. A nongovernmental group of individuals is eligible for a grant

under the TAG program if its members are affected or potentially affected individuals who are incorporated as a non-profit organization in the state where they are located.

Section 2.02 Statement of Purpose

PHMSA awards grant funds to local communities and groups of individuals (not including for-profit entities) for technical assistance in the form of engineering or other scientific analysis of pipeline safety issues affecting the local community or to help promote public participation in official proceedings (excluding nonofficial proceedings) pertaining to pipeline safety issues.

Section 2.03 Specific Objective(s) of the Agreement

The purpose of this project is to identify gaps in response coverage to a protected inland non-tidal waterway that serves as a reservoir for a major metropolitan community. Conducting multi-jurisdictional / multi-agency exercises are intended to assist in developing plans, policies, and procedures to improve response to and recovery from incidents which may involve major petroleum pipelines and reduce community wide risks associated with pipeline leaks and / or failure. The Lee Hall Reservoir serves a community population of approximately 490,000 (According to the 2010 Census) and would be classified as an Unusually Sensitive Area (USA by 49 CFR 195.6 standards). The petroleum pipeline lies within one thousand feet of the southern end of the reservoir.

Article III. Expected Program Outputs

Under the terms of this agreement, the Recipient must demonstrate completion of the work through the actions it has specified in its Application.

The expected outcome of this project is to host a regional Functional Exercise to prepare our response force (local fire and emergency services, law enforcement, regional hazardous materials team, regional marine incident response team, emergency management, and Newport News Water Works) to appropriately respond to and mitigate incidents involving leaks or spills into the Lee Hall Reservoir from existing high volume petroleum pipeline equipment.

Article IV. Deliverables

The Recipient must submit the following reports as described in Article X, Reports.

- Progress Report / Midterm Report;
- Federal Financial Status Report;
- Final Report; and
- Final Financial Report.

Article V. Dissemination of Technical Findings

The Recipient must make available any technical findings to the relevant operators in the Recipient's area and have open communication with local operators, local communities and other interested parties.

Article VI. Delineation of Tasks/Deliverables

Section 6.01 Incorporation of Recipient's Application

The Recipient's application and Project Plan dated **April 21, 2015** is incorporated by reference into this Agreement.

The Recipient is responsible for accomplishing the objectives, tasks and deliverables of this Grant Agreement, and performing the tasks and the deliverables outlined in the Recipient's Project Plan.

Article VII. Agreement Officials

Refer to the Award Terms and Conditions (Attachment 1), Section 1, for a detailed description of each official's responsibilities below.

Agreement Officer (AO)

Mr. Warren D. Osterberg
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
Office of Acquisition Services, PHA-30
1200 New Jersey Avenue, SE, E22-317
Washington, D.C. 20590
Telephone: (202) 366-6942
Fax: (202) 366-7974 E-mail: Warren.Osterberg@.dot.gov

Agreement Administrator (AA)

Mr. Saurabh Vasudeva
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
Office of Acquisition Services, PHA-30
1200 New Jersey Avenue, SE, E22-305
Washington, D.C. 20590
Telephone: (202) 366-4429
Fax: (202) 366-7974 E-mail: saurabh.vasudeva@dot.gov

Agreement Officer's Representative (AOR)

Ms. Karen Lynch
U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration
Office of Pipeline Safety (PHP-20)
1200 New Jersey Avenue, SE, E22-230
Washington, D.C. 20590
Telephone: (202) 366-6855 E-mail: karen.lynch@dot.gov

Principal Investigator (PI)

J. Douglas Carper
City of Newport News
2400 Washington Ave Ste Main
Newport News, VA, 23607-4301
Telephone: (757) 926-8751 E-mail jcarper@nnva.gov

Article VIII. Terms and Conditions

The Recipient must comply with and spend funds consistent with all the terms and conditions of this award, including the Award Terms and Conditions in **Attachment 1** and any other terms and conditions spelled out in this document. Attachment 1, Award Terms and Conditions is incorporated into this Agreement.

Article IX. Special Terms and Conditions

Section 9.01 Modifications

Modifications to this Grant Agreement may be made only in writing, signed by both the Recipient and the AO, and specifically referred to as a modification to this Grant Agreement.

Section 9.02 Travel

Any travel necessary to carry out the objectives of this agreement must use the most economical form of transportation available. All travel is to be scheduled sufficiently in advance, to the extent practicable, to take advantage of offered discount rates. Travel and Per Diem authorized under this agreement must be incurred in accordance with the Government Travel Regulations currently in effect. Current per diem rates are listed at: http://www.gsa.gov/perdiem.

Article X. Reports

Section 10.01 Progress Report / Mid-Term Report

During the performance of the grant, the Recipient must provide a letter-type written report to the AOR and the AA. The report must include the following:

1. A comparison of actual accomplishments to the objectives established for the period;
2. Where the output of the project can be quantified, a computation of the cost per unit of output; and
3. The reasons for slippage if established objectives were not met.

This report must be submitted to the AOR and the AA in electronic form via e-mail no later than thirty (30) days after the reporting period. The reporting period for the Mid-Term Report, is half-way through the grant Project/Period of Performance, as outlined in the grant agreement.

Section 10.02 Federal Financial Status Report

During the performance of the grant, the Recipient must submit a mid-term Federal Financial Report, Standard Form 425 (SF-425), to report the status of funds. In addition to SF-425, the Recipient should provide a breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges). This report must be submitted to the AA in electronic form via e-mail no later than thirty (30) days after the reporting period. The reporting period for the Federal Financial Status Report, is half-way through the grant Project/Period of Performance, as outlined in the grant agreement.

Section 10.03 Final Report

At the end of the grant period of performance, the Recipient must deliver a letter-type final report to the AOR and the AA that describes the results of all activities undertaken as a result of this grant. The report to PHMSA must demonstrate completion of the work as outlined in the grant agreement.

This report must be submitted to the AOR and the AA in electronic form via e-mail no later than 90 days after the end of the period of performance.

Section 10.04 Final Federal Financial Report

At the end of the grant period, the Recipient must submit a Federal Financial Report, Standard Form 425 (SF-425), to report the status of all funds. In addition to the SF-425, the Recipient should provide the breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel,

Equipment, Supplies, Contractual, Other, and Indirect Charges). This report must be submitted to the AA in electronic form via e-mail no later than 90 days after the end of the period of performance.

Article XI. Consideration and Payment

Section 11.01 Request for Advance/Reimbursement

Subject to the requirements in 49 CFR 18 being met (refer to Award Terms and Conditions, Section 11, "Payments") payments will be made after receipt of "Request for Advance or Reimbursement," SF-270 through iSupplier. Upon the execution of the award, recipients, in accordance with their project plan, 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 Grant Officer) of the "Mid-Term Reports."

Section 11.02 Registration requirement

- All Recipients must submit payment requests via the DOT eInvoicing System. For details on how to invoice, refer to Award Terms and Conditions, Section 10, "eInvoicing."

All Recipients must be registered in the System for Award Management (SAM) to receive payments on their invoices. For information on how to register, visit https://www.sam.gov.

See Attachment 1 "Award Terms and Conditions" for additional payment requirements.

Article XII. Attachments

Attachment 1 - DTPH5615GPPT06 - Award Terms and Conditions

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

Grant and Cooperative Agreement
Terms and Conditions

Table of Contents

1. Definitions 2
2. Recipient Responsibilities 2
3. Compliance with Award Terms and Conditions 2
4. Order of Precedence 3
5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 3
6. Restrictions on Use of Funds for Lobbying or in Support of Litigation 3
7. Nondiscrimination 3
8. Governmentwide Debarment and Suspension (Non-procurement) 3
9. Drug-Free Workplace 4
10. eInvoicing 4
11. Payments 5
12. Adherence to Original Project Objectives and Budget Estimate 7
13. Prior Approvals 7
14. Contracting with Small Businesses 7
15. Seat Belt Use Policies and Programs 8
16. Ban on Text Messaging While Driving 8
17. Rights in Technical Data 9
18. Notice of News Releases, Public Announcements, and Presentations 9
19. Violation of Award Terms 9
20. Fraud, Waste, or Abuse 10
21. Reporting Grantee Executive Compensation, and First Tier Sub-Awards 10
22. 811, Call Before You Dig Program 12
23. Access to Electronic and Information Technology 13

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 or in Support of Litigation

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

49 CFR 20 is incorporated by reference into this award.

7. Nondiscrimination

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

49 CFR 21 is incorporated by reference into this award.

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

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

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

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

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

9. Drug-Free Workplace

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

10. eInvoicing (PHMSA July 2012)

Recipients of PHMSA grants, cooperative agreements, and other transaction agreements (OTA) must use the 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 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 to:

DOT Enterprise Service Center
FAA Accounts Payable, AMK-316
PO Box 25710
Oklahoma City, OK 73125

- DOT will validate the information on the form and email a user ID and password to the recipient. Contact the PHMSA Agreement Administrator with any changes to the recipient's system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (http://www.dot.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.dot.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.

All waiver requests should be sent to:

- Director of the Office of Financial Management, U.S. Department of Transportation, Office of Financial Management, B-30, Room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.
- A copy of the form should also be sent to U.S. Department of Transportation, PHMSA, Acquisition Services Division (PHA-30), Agreement Officer, 1200 New Jersey Avenue SE, Washington DC 20590-0001, Warren.Osterberg@dot.gov

If a recipient is approved for a waiver, the recipient should submit all hard-copy invoices directly to:

U.S. Department of Transportation
Federal Aviation Administration, MMAC
Financial Operations, AMK-316
P.O. Box 269039
Oklahoma City, Oklahoma 73126-9039
ATTN: Ms. Margaret Gorman
(405) 954-7468

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 iSupplier 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 –

(a) Accept payment by check or some other mutually agreeable method of payment; or

(b) 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 –

(a) Making a correct payment;
(b) Paying any prompt payment penalty due; and
(c) 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 –

(a) 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
(b) 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.

(End of Provision)

12. Adherence to Original Project Objectives and Budget Estimates

a) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, *and only with the written approval of the PHMSA Agreement Officer.*

b) The Recipient must submit any proposed change, that requires PHMSA's written approval, 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the award period.

13. Prior Approvals

a) The following expenditures require the AO's advance written approval:

i) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.

ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.

b) The Recipient must submit a revised financial estimate and plan for i) and ii) above.

c) The AA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

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

a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small businesses, small minority-disadvantaged business, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HubZone. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its Grants and Cooperative Agreements to take affirmative steps to ensure such fairness on the awarding of any subcontracts.

b) The Recipient and any Sub-recipients are encouraged to take all necessary affirmative steps to assure that small businesses, small minority-disadvantaged

businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are used when possible.

c) Affirmative steps include:

- **i)** Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;
- **ii)** Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HUBZone are solicited whenever they are potential sources;
- **iii)** Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses,small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone;
- **iv)** Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone; and
- **v)** Using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

15. Seat Belt Use Policies and Programs

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

16. Ban on Text Messaging While Driving

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

"Driving"-

(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
(2) 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 planed 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. Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports

are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:

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

21. Reporting Grantee Executive Compensation, and First Tier Sub-Awards (PHMSA October, 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:

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights.

(3) 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.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) 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.fsrs.gov for each first-tier sub-award. (The Awardee shall follow the instructions at http://www.fsrs.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.

(1) 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.
(2) Name of the sub-awardee.
(3) Amount of the sub-award.
(4) Date of the sub-award.
(5) A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.
(6) Sub-award number (assigned by the Awardee).
(7) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.
(8) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.
(9) The prime award number (assigned by PHMSA)
(10) Awarding agency name. (PHMSA)
(11) Funding agency name. (PHMSA)
(12) Government awarding office code. (56)
(13) Treasury account symbol (TAS) as reported in FAADS.
(14) 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:

(1) 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

(2) $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

(3) 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.fsrs.gov, if in the sub-awardee's preceding fiscal year, the sub-awardee received:

(1) 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

(2) $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

(3) 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.)

(End of provision)

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.

(End of provision)

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

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

(End of provision)