

**GRANT AGREEMENT # DTPH56-08-G-PHPS08**  
*“State Damage Prevention Program”*

**BETWEEN**

**DEPARTMENT OF COMMERCE, DPU-PIPELINE SAFETY, UTAH**  
160 East 300 South SM Box 146751, Salt Lake City, UT 84114

**AND**

**U.S. DEPARTMENT OF TRANSPORTATION (US DOT)**  
**PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION (PHMSA)**  
1200 New Jersey Avenue, S.E., Washington, DC 20590

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## Article I. Award Information

### Section 1.01 Authority

This agreement is entered into between the United States of America, represented by the U.S. Department of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Department of Commerce, DPU-Pipeline Safety, Utah, pursuant to and under Section 2 (State Damage Prevention Programs) of the Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006 (PIPES Act), Public Law 109-468 (December 29, 2006), codified at 49 U.S.C. §60134.

### Section 1.02 Grantee Information

Department of Commerce, DPU-Pipeline Safety, Utah  
160 East 300 South SM Box 146751  
Salt Lake City, UT 84114  
DUNS: 143528862  
EIN/TIN: 87-6000545

Primary Contact: Al Zadeh, [azadeh@utah.gov](mailto:azadeh@utah.gov), (801) 530-6673

### Section 1.03 Awarding Agency Information

U.S. Department of Transportation (US DOT)  
Pipeline and Hazardous Materials Safety Administration (PHMSA)  
1200 New Jersey Avenue, SE  
Room E22-301  
Washington, DC 20590

Primary Contact: Karina Muñoz, [karina.munoz@dot.gov](mailto:karina.munoz@dot.gov), (202) 366-4059

### Section 1.04 Basic Award Information

Funding Opportunity Title: "State Damage Prevention Program"  
Funding Opportunity Number: DTPH56-08-SN-0001  
CFDA Number: 20.720  
Award Type: Grant Agreement  
Award Number: DTPH56-08-G-PHPS08  
Project Title: Utah 2008 Damage Prevention Improvement  
Project Period: June 1, 2008 – May 31, 2009  
Grant Amount: \$100,000.00  
Appropriation Data: 5172308DA0/2008/50D0204000/PSCOP03000/41050 \$100,000 PR#: 956-08-6019

## Article II. Background

### Section 2.01 Background

Section 2 of the PIPES Act added a new State Damage Prevention Program Grant program to the Federal Pipeline Safety Law, codified at 49 USC §60134. The purpose of these grants is to establish comprehensive State programs designed to prevent damage to underground pipelines in States that do not have such programs and to improve the quality and effectiveness of damage prevention programs in States that do. Section 60134 sets forth nine elements of an effective State damage prevention program.

## **Section 2.02 Statement of Purpose**

Grants awarded under the State Damage Prevention Program are intended for States to establish or improve the overall quality and effectiveness of their programs that are designed to prevent damage to underground pipeline facilities.

## **Section 2.03 Specific Objective(s) of the Agreement**

Under this grant award the Department of Commerce, DPU-Pipeline Safety, Utah will: 1) Assess the needs to improve the communication between stakeholders from receipt of an excavation notification thru the successful completion; 2) Conduct damage prevention awareness seminars; 3) Work on proposed legislation to establish a dispute board, and conduct meetings statewide to inform and educate stakeholders of new legislation, if passed; and 4) Expand its role as a reporting agency within the state of Utah relating to the CGA's Damage Information Reporting Tool (D.I.R.T.).

## **Article III. Workscope**

Under the terms of this agreement, the Grantee will address the following elements listed in 49 USC §60134 through the actions it has specified in its Application.

- *Element (1):* Participation by operators, excavators, and other stakeholders in the development and implementation of methods for establishing and maintaining effective communications between stakeholders from receipt of an excavation notification until successful completion of the excavation, as appropriate.
- *Element (5):* A process for fostering and ensuring active participation by all stakeholders in public education for damage prevention activities.
- *Element (6):* A process for resolving disputes that defines the State authority's role as a partner and facilitator to resolve issues.
- *Element (7):* Enforcement of State damage prevention laws and regulations for all aspects of the damage prevention process, including public education, and the use of civil penalties for violations assessable by the appropriate State authority.
- *Element (8):* A process for fostering and promoting the use, by all appropriate stakeholders, of improving technologies that may enhance communications, underground pipeline locating capability, and gathering and analyzing information about the accuracy and effectiveness of locating programs.

## **Article IV. Deliverables**

Department of Commerce, DPU-Pipeline Safety, Utah will submit the following reports:

- Progress Report;
- Final Report;
- Mid-term Financial Status Report; and
- Final Financial Status Report.

Additional information about the reporting requirements is in Article IX, Reports.

## **Article V. Delineation of Tasks/Deliverables**

### **Section 5.01 Incorporation of Grantee Application**

The Grantee's application and Project Plan dated **February 19, 2008** and subsequent response providing additional information dated **April 14, 2008, May 5, 2008, and May 16, 2008** are incorporated by reference into this award.

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

**Article VI. 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 Contracts and Procurement, PHA-30  
1200 New Jersey Avenue, SE, E22-103  
Washington, D.C. 20590  
Telephone: (202) 366-6942  
Fax: (202) 366-7974

E-mail: [Warren.Osterberg@dot.gov](mailto:Warren.Osterberg@dot.gov)

**Agreement Administrator (AA)**

Ms. Karina Munoz  
U.S. Department of Transportation  
Pipeline and Hazardous Materials Safety Administration  
Office of Contracts and Procurement, PHA-30  
1200 New Jersey Avenue, SE, E22-301  
Washington, D.C. 20590  
Telephone: (202) 366-4059  
Fax: (202) 366-7974

E-mail: [Karina.Munoz@dot.gov](mailto:Karina.Munoz@dot.gov)

**Agreement Officer's Technical Representative (AOTR)**

Mr. Max Kieba  
U.S. Department of Transportation  
Pipeline and Hazardous Materials Safety Administration  
Office of Pipeline Safety  
1200 New Jersey Ave, SE, Room E22-319  
Washington, DC 20590  
Telephone: (202) 493-0595  
Fax: (202) 493-2311

E-mail: [Max.Kieba@dot.gov](mailto:Max.Kieba@dot.gov)

**Principal Investigator (PI)**

Mr. Al Zadeh  
Department of Commerce, DPU-Pipeline Safety, Utah  
160 East 300 South SM Box 146751  
Salt Lake City, UT 84114  
Telephone: (801) 530-6673

E-mail: [Azadeh@utah.gov](mailto:Azadeh@utah.gov)

**Article VII. Terms and Conditions**

The Grantee 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 VIII. Special Terms and Conditions****Section 8.01 Modifications**

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

**Section 8.02 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 IX. Reports****Section 9.01 Progress Report**

During the performance of the grant, the Grantee must provide a letter-type written report to the AOTR 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.
3. The reasons for slippage if established objectives were not met.
4. Other pertinent information including, when appropriate, actions taken to address the recommendations PHMSA provided in correspondence dated April 4, 2008.

This report must be submitted to the AOTR and the AA in electronic form via e-mail no later than December 31, 2008.

**Section 9.02 Final Report**

At the end of the grant period, the Grantee must deliver a letter-type final report to the AOTR and the AA that describes the results of all activities undertaken as a result of this grant. 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.
3. The reasons for slippage if established objectives were not met.
4. Other pertinent information including, when appropriate, actions taken to address the recommendations PHMSA provided in correspondence dated April 4, 2008.

This report must be submitted to the AOTR and the AA in electronic form via e-mail no later than August 31, 2009.

**Section 9.03 Mid-term Financial Status Report**

During the performance of the grant, the Grantee will submit a mid-term Financial Status Report, Standard Form 269 (SF-269), to report the status of funds. In addition to SF-269, the Grantee should provide the break down of costs for each object class category as stated in SF-424A. This report must be submitted to the AA in electronic form via e-mail no later than December 31, 2008.

**Section 9.04 Final Financial Status Report**

At the end of the grant period, the Grantee will submit a Final Financial Status Report, Standard Form 269 (SF-269), to report the status of all funds. In addition to SF-269, the Grantee should provide the break down of costs for each object class category as stated in SF-424A. This report must be submitted to the AA in electronic form via e-mail no later than August 31, 2009.

## **Article X. Consideration and Payment**

### **Section 10.01 Request for Advance/Reimbursement**

Payments will be made after receipt of "Request for Advance or Reimbursement," SF-270. Each request must be submitted in an original to the AA, one copy to the AOTR and one copy to the Payment Office listed below:

U.S. Department of Transportation  
Federal Aviation Administration, MMAC  
Financial Operations, AMZ-150  
P.O. Box 269039  
Oklahoma City, OK 73126-9039  
Attn: Ms. Margaret Gorman  
(405) 954-7468

### **Section 10.02 Approved Project Proposal/Budget**

The Grantee's application dated February 19, 2008 and subsequent response providing additional information dated April 14, 2008, and May 5, 2008, and May 16, 2008 are incorporated by reference into this award.

### **Section 10.03 Payment of Advance/Reimbursement**

All Grantees must be registered in the Central Contractor Registration (CCR) in order to receive payments on their invoices. For information on how to register, visit [www.ccr.gov](http://www.ccr.gov).

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

## **Article XI. Attachments**

Attachment 1 - DTPH56-08-G-PHPS08 - Award Terms and Conditions