

PROFESSIONAL SERVICES CONTRACT

Contract #000000000000000000055078

This Contract ("Contract"), entered into by and between Indiana Utility Regulatory Commission (the "State") and 360Water Inc (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the services relative to this Contract as outlined in **Exhibit A**, hereby attached and incorporated by reference.

2. Consideration. The Contractor will be paid as outlined in **Exhibit B**, hereby attached and incorporated by reference, for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$201,760.

3. Term. This Contract shall commence on June 29, 2021 and shall remain in effect through June 28, 2023.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all

necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work

activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

- (1) The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute.

Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force

Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
-------	--------------	-------	-------------------------	---------

NONE

Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

NONE

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

7. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are None.

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE or WBE PERCENT	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON
<i>NONE</i>			

Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

NONE

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

For payment notices and invoices:

ATTN: Business Manager
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204

For legal notices:

Beth E. Heline, General Counsel
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204
E-mail: generalcounsel@urc.in.gov

B. Notices to the Contractor shall be sent to:

Laura T. Raish, President
360Water, Inc.
965 W 3rd Avenue
Columbus, Ohio 43212
E-mail: laurat@360water.com

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP #21-1179, (4) Contractor's response to RFP # 21-1179, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular -- Travel Policies and Procedures* in

effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 SCM Template*) in any way except as follows: **NONE**

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

360Water, Inc. DocuSigned by:

By: *Laura T. Raish*
11C65299BCD84F2...

Title: President

Date: 7/20/2021 | 07:45 PDT

Indiana Utility Regulatory Commission DocuSigned by:

By: *James F. Huston*
02320387E0D1414...

Title: Chairman

Date: 7/21/2021 | 10:12 EDT

Electronically Approved by: Indiana Office of Technology By: _____ (for) Tracy E. Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

Exhibit A

a. Performance

RFP 21-1179 requires Contractor to create an online Learning Management System (“LMS”) that provides training about the Indiana 811 Law, Ind. Code ch. 8-1-26, and best practices to avoid damage to underground utilities.

- The system shall include text, close captioned videos, and quizzes.
- Contractor must be able to edit or allow the IURC to edit all modules to allow for changes if there is new legislation or updated best practices. Contractor will host or arrange hosting.
- Contractor will migrate existing content to Contractor’s LMS. Alternately, Contractor will leave the content in the existing LMS and add the design features as indicated in Paragraph (c)(1)(D), Module Migration or LMS Design.
- Contractor must capture metrics, provide user surveys, and tabulate data.
- Contractor shall provide follow-up messaging upon request by the IURC.

b. Function

1. Data and Metrics

Contractor will capture data and metrics to allow the IURC to identify entities that may benefit from targeted training, public awareness programs, or incentives.

2. Messaging

Contractor shall send follow-up messaging to users as requested by the IURC. The messages may, for example, address new changes to the Indiana 811 Law.

3. User Surveys

Contractor will create user surveys to aid the IURC in analyzing users’ feedback.

4. Information Technology

The LMS shall be operating system independent; all training shall be similarly functional on Mac and PC desktop and Android and Apple mobile platforms. The content shall auto-scale to fit different devices. Contractor shall arrange content hosting. If Contractor hosts content on YouTube, Vimeo or another video sharing platform, it shall provide the information necessary for content to be moved from the platform to the State of Indiana server.

c. Design

1. Module Creation

A. Content Review and Milestones

Contractor will create content. The IURC will review the content at regular intervals, or at minimum after each section of a module is created and as each script is drafted. Content must be approved by the IURC before Contractor may start working on the next section’s content creation. A module must be approved by the IURC before Contractor publishes the module online. Ideally at least two modules shall be created annually.

Rough Timeline and Milestones	
Module 9 – Safe Digging for Homeowners	Due Date
Rough outline	July 1, 2021
Scripting of module	August 31, 2021
IURC review	September 30, 2021
Rewrites and final edits	October 30, 2021
Final approval by IURC	November 31, 2021
Filming / animation, final creation of modules and go live on website	December 31, 2021
Module 10 – To be Mutually Determined	
Rough outline	January 1, 2022
Scripting of module	February 30, 2022
IURC review	March 1, 2022
Rewrites and final edits	April 1, 2022
Final approval by IURC	May 30, 2022
Filming / animation, final creation of modules and go live on website	June 31, 2022
Edits and Updates	
Live or remote meeting to discuss necessary changes to prior modules	Late May or Early June 2022
Edits and updates to prior modules as mutually agreed by the parties	December 31, 2022

Completion dates are contingent upon timely work product provided by the appropriate subject matter experts (“SMEs”). Contractor must notify the IURC timely if it cannot receive the information it needs from the appropriate SMEs.

Contractor shall schedule recurring discussions (phone calls or virtual or in-person meetings) monthly, or as mutually agreed by the parties. During the discussion, the parties will review the status of the project compared to the contract timeline and modify the timeline as mutually agreed. IURC staff will provide any updates to the timeline in writing to Contractor.

B. Graphics

All training modules will include video, animation, and/or animated text with voice over, unless otherwise approved by the IURC.

C. Module Content

The modules shall be intuitive, online, and freely available through the access portal at <https://safedigindiana.com/>. Content shall be approximately fifteen (15) minutes each, not including the test at the end of the module or mid-training quizzes. Modules shall be created in a way that anticipates adding additional or modified content and sections in those modules and adding new modules in the future.

D. Module Migration or LMS Design

Contractor will migrate existing content to Contractor’s LMS. Contractor will ensure the modules properly function, including but not limited to tests and quizzes, videos, and completion certificates.

Alternately, Contractor may keep the LMS on its existing LMS platform and make the following upgrades:

- i. Update the LMS to a more modern and current design, including the landing pages (front of house) and post-login (back of house).
- ii. Create a personalized logo for SafeDigIndiana, available in full color and black and white, with vertical and horizontal versions.

- iii. Add the following within the LMS:
 - o The information and registration functionality formerly housed at www.IndianaSafetyDay.com.
 - o A webpage for users to submit a grant request.
 - o A webpage for non-professional/homeowner users' safety information and training.

Upon agreement of the parties, this information may be a part of the Reference Library outlined below.

E. Reference Library

Contractor will create a reference library within the LMS. Contractor will migrate current references to Contractor's LMS. Contractor will provide written instructions for IURC staff to add and remove references. Contractor is not responsible for creating reference materials or securing copyrights.

F. Use of Subcontractors

Contractor may use subcontractors if permitted by the IURC. In addition, the IURC may require the use subcontractors if the IURC in its sole discretion deems Contractor has insufficient experience, expertise or staff to competently complete portions of the project. Subcontractors may be used for work including but not limited to subject matter expertise, and video production. If the IURC agrees to, or requires, the use of a subcontractor, this contract shall be amended to include the cost of such subcontractors' work. Contractor shall be solely responsible for paying the subcontractor.

With regard to subcontracted actors, the IURC is responsible for providing to Contractor the requested specifications for the actor, including, at minimum, gender, appearance, tone of voice, and overall "look". Similarly, for voice over actors, the IURC is responsible for providing to the requested specifications for the voice over actor, including, at minimum, gender, tone of voice, and overall "feel".

Subcontractors may be used subject to the following limitations:

- The selection of subcontractors must be pre-approved by the IURC prior to Contractor signing a contract with, or otherwise officially hiring, the subcontractors.
- All subcontractors must be registered with the Indiana Secretary of State to do business in Indiana. Ideally, subcontractors shall be based in Indiana.
- The contract or hiring agreement between the contractor and subcontractor must be pre-approved by the IURC prior to contractor signing it. The contract or hiring agreement at minimum must include the following:
 - o A Termination for Convenience clause similar to the State boilerplate clause.
 - o A clear scope of work.
 - o Clear pricing with a price cap.
 - o A clause that holds the State of Indiana harmless for work completed under the scope of the subcontract.

G. Testing

Each section of a module must contain testing to assure the trainee understands the material. If the trainee answers a question incorrectly, the LMS shall direct the trainee to the appropriate law/best practice with the correct information before continuing to the next question. The trainee must answer all questions correctly to pass a section. Ultimately, all users shall answer the same questions with the same test answers. Questions and answers shall be randomized so that users

shall see questions and answers in a different order than other users. Also, when a user answers a question incorrectly, the user will retake the question with the answers randomized again.

Once each main topic is successfully completed, the LMS shall provide the user a certificate of completion that the user can save or print.

H. Users

Contractor shall host the modules on a training website that users may access for free by creating a username and password. The LMS shall require users to log in from a valid email address. Users shall be able to track their own progress through the training modules and flag subjects for further review.

I. Ongoing Maintenance and Support

Contractor will install software updates to the website to maintain current browser standards. Contractor will perform data backups of the following items at least every 24 hours:

- The database of user activity.
- The server that records code applications.
- The courseware, including course content, video, text, graphics, media, dynamic objects, and images.

2. Data Capture

A. Email

The LMS shall keep a log of email addresses for users that have taken each training module.

B. Metrics

Contractor shall capture the following metrics:

- Number of users
- A searchable database of testing results and user information that can be exported
- Number of visits to the website and each module broken down by PC and mobile use
- The following user data:
 - Email address
 - Whether the user is a professional excavator or a homeowner
 - Company name
 - Company type
 - County where his or her home office is located
 - Company size, broken into ranges
 - Age, broken into ranges
 - Gender
 - Level of education
 - Level of excavation experience, broken into year ranges
 - Testing results
 - How the user heard about the LMS
- Any additional metrics as provided in writing by the IURC

Contractor shall provide metrics to the IURC in a monthly report. The metrics database shall be maintained for the life of the contract and provided to the IURC upon request.

C. Surveys

Contractor will add an online user survey inside the course programming at <https://safedigindiana.com/>. Users will complete a course, a course test, and a survey, in that order. Survey completion will be mandatory. Data tables will collect the survey responses so that the IURC can review and analyze important user feedback.

3. Messaging

Contractor shall provide follow-up messaging upon request from the IURC; for example, if a particular law or practice changes, the IURC may direct Contractor to contact users who completed the related training module to offer training on the new areas of compliance.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Exhibit B**a. Consideration**

Total remuneration under this Contract shall not exceed **\$201,760**.

b. Cost Summary

Contract Component	Total Cost
Personnel Costs	Up to \$ 86,200.00
Non-Personnel Costs	Up to \$ 99,560.00
Maintenance and Support	Up to \$ 16,000.00
Total	\$ 201,760.00

c. Detailed Budgets**1. Personnel Costs**

Name	Position Title	Hourly Wage Rate Per Position	Anticipated Project Hours Worked	Total Cost
<i>To be determined</i>	Actor, nonspeaking role			-
Jason Smither	Actor, speaking role	\$ 80.00	\$ 100.00	\$ 8,000.00
Jen Russell	Voiceover actor	\$ 40.00	\$ 100.00	\$ 4,000.00
Todd Raish	Adult education SME	\$ 75.00	\$ 40.00	\$ 3,000.00
Josh Zuerner (JOINK LLC)	Indiana 811 Law or excavation SME	\$ 100.00	\$ 300.00	\$ 30,000.00
Laura T. Raish	Project administrator	\$ 110.00	\$ 40.00	\$ 4,400.00
Gordon Baugh	Project administrator	\$ 95.00	\$ 40.00	\$ 3,800.00
Todd Raish	Project manager	\$ 110.00	\$ 80.00	\$ 8,800.00
Hollis Davis	Senior writer	\$ 55.00	\$ 200.00	\$ 11,000.00
Niki Kaufman	Writer	\$ 53.00	\$ 200.00	\$ 10,600.00
Shivan Barwari	Technology Manager	\$ 65.00	\$ 40.00	\$ 2,600.00
Total Personnel Costs				\$ 86,200.00

2. Non-Personnel Costs

Equipment	
Two 2TB external hard drives for file storage and transfer to IURC post project	\$ 200.00
Recording	
Studio rental for video recording (lighting + crew + teleprompter + equipment) for one day = \$1,400.00; three days = \$4,200.00	\$ 4,200.00
Surveys	
User survey development and management for four years	\$ 3,000.00
Travel	
Travel Columbus to Indianapolis for one day = \$200.00. \$2,000.00 for ten days	\$ 2,000.00
Other Costs	
Help Desk \$130.00 per month for 48 months	\$ 6,240.00
Ten extra hours monthly support for 48 months (~\$166.67 per month)	\$ 8,000.00
Amazon Web Services cloud hosting \$65.00 per month for 48 months	\$ 3,120.00
Ongoing support (4 hours per month at 48 months) (\$100.00 per month)	\$ 4,800.00

Migrate existing courseware to CETO LMS	\$ 25,000.00
Website graphics	\$ 10,000.00
Graphical Interface and Map for Document Storage and User Access	\$ 33,000.00
Total Non-Personnel Cost	\$ 99,560.00

3. **Maintenance**

Maintenance Year	Annual Cost
Year One	\$ 4,000.00
Year Two	\$ 4,000.00
Year Three (at State's option)	\$ 4,000.00
Year Four (at State's option)	\$ 4,000.00
Total	\$ 16,000.00

Contractor may move up to 15% of money allocated from one Detailed Budget to another without notifying the State. If the Contractor intends to move more than 15% of money allocated from one Detailed Budget to another, it must first secure written approval from the State. In no instance shall total remuneration exceed **\$201,760**.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AMENDMENT #1
CONTRACT #0000000000000000000055078

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Utility Regulatory Commission (the "State") and 360WATER INC (the "Contractor") approved by the last State signatory on July 21, 2021.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The consideration added by this amendment is \$21,760 as outlined in **Exhibit D**, hereby attached and incorporated by reference. Total remuneration under the Contract is not to exceed \$223,520.
2. The Contract is amended by adding the following:

A. Minority and Women's Business Enterprises Compliance.

No certified MBE or WBE subcontractors will be participating in this Contract.

B. Indiana Veteran Owned Small Business Enterprises Compliance.

No certified IVOSB subcontractors will be participating in this Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

<https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

360WATER INC

Indiana Utility Regulatory Commission

By:

By:

Title:

Title:

Date:

Date:

Electronically Approved by: Indiana Office of Technology By: _____ (for) Tracy Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

Exhibit D



Client: 360Water
Project: Safedig Phase II
Date Submitted: February 23, 2022
Version 1.0

1.1. PROJECT

This Agreement for IURC/ Safedig Phase II (this “Agreement”) is between 360Water (“Client”), and CSF Communications, Inc. (d/b/a THEPLAN) (“Company”), for the performance of the services described in this proposal, the parties therefore agree as follows:

1. BACKGROUND

This SOW covers Safedig Phase II “Event Management” tasks. Timing for full project scope is 8 weeks. Core tasks (front end event registration and backend admin integration) estimated at 4 weeks.

2. PROJECT SCOPE & CADENCE

This scope of work includes:

- Front End Event Registration
- Backend Admin integration
- Google maps front end integration

-
- Google Maps front end integration
 - Google calendar integration
 - Export/Import of CSV File For Attendees
 - Multi-User Import CSV, including Validation
 - Calendar Skin, custom UI

1.2. For full list of requirements, see Addendum at end of this document.

3. PROJECT ASSUMPTIONS

Project Management:

- 360Water team will provide access to all digital properties and/or any past assets that would be beneficial for designing the final technology solution.
- Any deliverables will be delivered via electronic format, .ZIP, Adobe Photoshop, Adobe PDF.

Design:

- Minimal design services can be provided on an as-needed basis. For the most part, feature enhancements and maintenance activities should not require artwork assets be designed for implementation.
- Client will provide any/all creative assets to thePLAN and/or be responsible for purchasing any new imagery, source art, video, etc. that may be required for final implementation.

Content:

- This SOW doesn't include content development activities. It is assumed all content required for site maintenance or enhancements will be implemented by or at a minimum supplied by the client.

Technology:

- Client will be responsible for purchasing any 3rd party software or plug-ins, as required, or authorizing thePLAN to act on its behalf.
- This statement of work includes partnering with 360Water for oversight of all hosting activities and updates required for regular site operations. thePLAN will be provided access to the hosting environment and given authorization to make modifications on the client's behalf. thePLAN will monitor the server and coordinate with 360Water as required to ensure the site is running smoothly and being backed up appropriately.

4. TIMELINE

The period of performance for this full scope, from beginning to completion, is estimated at 8 weeks.

5. ESTIMATE

The below estimate for resources includes a retainer-style bucket of hours (\$85 per hour) to draw upon to complete this work for 360 Water. Only time used will be billed.



Tasks	Hours	Amount Estimate
Front End Event Registration	80	6,800
Backend Admin Integration	40	3,400
Sub-total	120	10,200
Google maps front end integration	16	1,360

Google calendar integration	60	5,100
Export/Import of CSV File for Attendees	16	1,360
Multi-User Import CSV, including validation	20	1,700
Calendar Skin, custom UI	24	2,040
Total Scope to Invoice (+/- 10%)	256	\$21,760

6. PAYMENT SCHEDULE

The Payment Schedule is as follows: The total fee will be within a tolerance of +/- 10%, with variances being communicated to Client throughout the project. Should scope changes be deemed necessary and outside of the variance, an amendment or change request will need to be agreed upon prior to completing the identified scope changes. Client shall pay for services rendered according to the Payment Schedule identified above, within calendar 30 days of the date on any invoice for services rendered. Should Client fail to pay the full amount specified in any invoice within 30 calendar days of the invoice's date, a late fee equal to 5% shall be added to the amount due and interest of percent per annum shall accrue from the calendar day following the invoice's date.

7. SUPPORT SERVICES

Warranty Period. "Support Services" means commercially reasonable technical support and assistance to maintain and update the deliverables, including correcting any errors or deficiencies, but shall not include the development of enhancements to the project or other services outside the scope of the Proposal. Support services could include (but is not limited to) server re-booting, server configuration, creation of back-ups, on-going review and analysis of 404 errors, resolving SMTP issues, reviewing and addressing loading speed issues, reviews and resolution of security scans or issues identified, resolving cross-browser issues, etc. Additional time shall be billed at Company's regular hourly rates for support services (\$100), then in effect upon the date of the request for additional support.

8. RIGHTS TO DELIVERABLES OTHER THAN FINAL ART AND DEVELOPED MATERIALS

Client Content. Client Content, including all pre-existing Trademarks, Copyrights and Patents, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all rights in connection therewith. Client hereby grants to Company a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Company's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

Third Party Materials. All Third Party Materials are the exclusive property of their respective owners. Company shall inform Client of all Third Party Materials that may be required to perform the Services or otherwise integrated into the Final Art. Under such circumstances Company shall inform Client of any need to license, at Client's expense, and unless otherwise provided for by Client, Client shall obtain the license(s) necessary to permit Client's use of the Third Party Materials consistent with the usage rights



granted herein. In the event Client fails to properly secure or otherwise arrange for any necessary licenses or instructs the use of Third Party Materials, Client hereby indemnifies, saves and holds harmless Company from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Art.

Preliminary Works. Company retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Company within ten (10) days of completion of the Services and all rights in and to any Preliminary Works shall remain the exclusive property of Company.

Original Artwork. Company retains all right and title in and to any original artwork comprising Final Art, including all rights to display or sell such artwork. Client shall return all original artwork to Company within ten (10) days of completion of the Services.

Trademarks. Upon completion of the Services and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due, Company transfers and assigns to Client all ownership rights, including any copyrights, in and to any artworks or designs comprising the works created by Company for use by Client as a Trademark. Company shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. Client shall have sole responsibility for ensuring that any proposed trademarks or Final Deliverables intended to be a Trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party. Client hereby indemnifies, saves and holds harmless Company from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of Client's use and/or failure to obtain rights to use or use of the Trademark.

Company Tools. All Company Tools are and shall remain the exclusive property of Company. Company hereby grants to Client a nonexclusive, nontransferable (other than the right to sublicense such uses to Client's web hosting or internet service providers), perpetual, worldwide license to use the Company Tools solely to the extent necessary with the Final Deliverables for the Project. Client may not directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works or otherwise disassemble or modify any Company Tools comprising any software or technology of Company.

9. RIGHTS TO FINAL ART

Exclusive license, with modification rights: Company hereby grants to Client the exclusive, perpetual and worldwide right and license to use, reproduce, adapt, modify and display the Final Art solely in connection with the Project as defined in the Proposal and in accordance with the terms and conditions of this Agreement.

10. RIGHTS TO DEVELOPED MATERIALS

Works Made for Hire. Developed Materials (to the extent identified as such in the Proposal) shall constitute works made for hire pursuant to applicable Copyright law.

Client and Company agree that upon payment in full of the fees associated with the Services, Client shall own the exclusive worldwide right, title, and interest in and to the Developed Materials (including, any source code and documentation). Company hereby transfers and assigns the copyright of all works made for hire to the Client.

11. INDEMNIFICATION LIABILITY

By Client. Client agrees to indemnify, save and hold harmless Company, together with its members, managers, employees, agents, successors and permitted assigns, from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement, provided that: (a) Company shall promptly notify Client in writing of any claim or suit; (b) Client shall have sole control of the defense and all related settlement negotiations; and (c) Company shall provide Client with commercially reasonable assistance, information and authority necessary to

perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Company in providing such assistance.

By Company. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Company agrees to indemnify, save and hold harmless Client, together with its owners, managers, directors, officers, employees, agents, successors and permitted assigns, from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Company's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client, provided that: (a) Client shall promptly notify Company in writing of the claim; (b) Company shall have sole control of the defense and all related settlement negotiations; and (c) Client shall provide Company with the assistance, information and authority necessary to perform Company's obligations under this section. Notwithstanding the foregoing, Company shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Company.

Limitation of Liability. THE SERVICES AND THE WORK PRODUCT OF COMPANY ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF COMPANY, ITS MANAGERS, EMPLOYEES, COMPANY AGENTS AND AFFILIATES ("COMPANY PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF COMPANY FROM THE SERVICES. IN NO EVENT SHALL ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY COMPANY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. GENERAL

Modification/Waiver. Any modification or amendment of this Agreement must be in writing, except that Company's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.



Statement of Work (SOW)

Safedig Phase II

2-23-22

Version: 1.0

Notices. All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt.

No Assignment. Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

Force Majeure. Company shall not be deemed in breach of this Agreement if Company is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of Company or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Company's control

(collectively, “Force Majeure Event”). Upon occurrence of any Force Majeure Event, Company shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

Governing Law and Dispute Resolution. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Ohio, without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys’ fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of Ohio. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Company will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Company shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

Integration. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. This Agreement comprises this Basic Terms and Conditions document, the Proposal, Schedule A and Schedule B attached hereto.

13. TERM AND TERMINATION

This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party:

(a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or

(b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within thirty (30) days from receipt of written notice of such breach.

In the event of termination, Company shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Company or Company's agents as of the date of termination,



whichever is greater; and Client shall pay all expenses, fees, advances together with any Additional Costs incurred through and up to, the date of cancellation.

In the event of termination by Client and upon full payment of compensation as provided herein, Company grants to Client such right and title as provided for in the PAYMENT SCHEDULE of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

By their execution, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

CLIENT: 360 Water
(d/b/a

COMPANY: CSF Communications, Inc.

thePLAN) _____

—

By: _____

By: Matthew S Fox

Title

: Chief Operating Officer

Title: _____

Address

Address

36 N. Liberty St. Suite B

:

:

—

Powell, OH 43065

1.3. ADDENDUM (REQUIREMENTS DOCUMENTATION)

New Feature: Event Management

The owner (IURC) would like the website to be used for the general public to register for in-person events that the IURC puts on, throughout the year. Generally, these events are lumped into the title of Safety Days (due to their focus on public safety regarding digging), but whatever we build should generalize the scope as much as we can for other client usage. (For example, the main records should be called Events, not Safety Days.)

Here's the thumbnail sketch of what's needed. From the safedig website, people can read about an event's details, register for it, and get confirmation that they are registered (email). If that person is a user of the site, maybe there can be some integration with their account – when logged in they can somehow see if they've registered for events. On the Admin side, admins can create and manage events, view the registration records, and run reports on the records. There will be a tie-in with the Calendar function (gcal integration). As well as a means for uploading CSV files for new user creation (batch) as well as attendance rosters for events.

Front End Event Registration

- Users do not need to be logged into the Safe Dig site to view Events page and Event details.
- Users do need an account to register for an event. If a user doesn't have an account, they must create one as part of the event registration process.
- Events List Page: the page that lists all upcoming events should be accessible both outside and inside of login. This page can simply be an alphabetical listing of the upcoming events. Clicking an event brings up the Individual Event Page, which is where the registration button is.
- Events List Page:
 - **Google Maps Front End Integration** Map View - map showing all upcoming events for users to select closest event. Darby mentioned "maphub.net" as a resource he's used in the past, but I'm assuming we could use Google Maps for this.
- Individual Event Page: the event page will show the user (logged in or not) the Title, Description, GMap embed (if applicable), and "Register for This Event" button. Clicking Register should present 2 options:
 - To register for this event, you must make a free account. Your account also gives you access to the free online training library. "Create Account" button.
 - Already have an account? "Log In" button
 - Need breadcrumbing for both paths to bring you back to a logged in view of the Individual Event Page, showing the Register button again? Then they click it again and it pops up a modal confirming "You will be

registering for this event. You can change your registration at any time.”
Confirm button and Cancel button.

- Once a user is Registered for an event, something should show them that they are registered, both on the Events List Page and the Individual Event Page.
 - On the Events List Page, an icon next to the title, and/or the date of registration. They need to click into the Individual Event Page to modify their registration.
 - On the Individual Event Page, once registered, the Register button for that event page changes to a Cancel Registration button, with similar confirming modal.
- After a user registers for an event, they are sent a confirmation email with event details. Same if they cancel – a confirmation email of the cancellation is sent.
- Event change email – yes, for date or time changes only.
 - Any changes that pull down from google calendar, only do broadcast if it's a date change, etc. not just typo (add controls)
- Fields:
 - Required & Not Required Fields should match those of a New User for the site, depending on the Site Settings regarding additional user fields and whether they are required or not.
 - Specifically – phone number is not required, since it's not required for new user accounts on safedig.
- If maximum capacity is reached, do not allow any more registrations.
 - Event needs to indicate if full
 - “165/200” show how many are registered
 - Registration button becomes disabled once full
 - Ask Darby: is there a limit on event registrations? No limit. It's possible for there to be unlimited events – so have the ability to delete the numerical limit, which would then not show “165/200” and would not enforce any related logic.
- This is not needed. ~~Each event will have a static URL (e.g. safedigindiana.com/events/EventName/Date/Location/etc)~~
 - ~~Currently urls are structured: url/event/id~~
 - ~~Could have friendly url?~~
 - ~~Might be wish list item~~

Back End Admin Integration

- Creating a new event:
 - Title
 - Location (e.g. Indiana Conference Center)
 - Address (e.g. 123 Elm Street, city, state, zip) **(autofill Indiana)**
 - Filter based on zip and city
 - Start Date

-
- Start time
 - Safety weekend? ~~(multi-day event)~~ No multi-day events.
 - Description, or Space for additional info (e.g. "This class is recommended for professional excavators. A separate class for homeowners will be held at a later date," or "Presenters at this event include ...")
 - text field
 - Google Maps Back End Integration
 - Depending on how Google Map integration works, the address entered above should either generate the Google Map or this field will accept shortcode from Google Maps to display a map for the event registration page.
 - ~~Map~~ integration, free up to X number of requests per month, then they charge
 - ~~Embed Map on page or link that opens up Google maps?~~
 - ~~See what effort is to~~ Embed map (iframe with embed url)
 - Reminder to post event to Google Calendar if not feasible to automatically post a new event to the Google Calendar (more on this below)
 - Integrate events with google calendar events
 - Events calendar has both Safety events and other events
 - Direct link to the registration form for this event
 - Maximum capacity if applicable
 - Leaving blank or setting to zero means no maximum capacity
 - Filtering events and reports:
 - Event date
 - Last date to register
 - Number of attendees
 - Archive past events so they are displayed separately from upcoming events?
 - When clicking on the Events tab, there will be two sub-sections: one for upcoming events and one for past events. This way the admin can focus on upcoming events only without immediately seeing past events.
 - Copy an event function?
 - Please add any other ideas.
 - Same report view as courses
 - Reminder Email integration: We didn't talk about this one, but similar to how there's the send emails button for individual curriculums, we'd want these emails to be on a per-event basis, not for all events, necessarily.
 - Scheduled reminder email X days before event.
 - Immediate reminder email from admin panel.
 - Modifying an existing event:



-
- Option for Admin to cancel event and send out cancellation email.
 - Event registration's direct link.
 - Send modify email if change date, big things
 - Does system need to allow admin to click that you attended? Ask Darby. Yes this is desired.
 - This is a toggle/pivot column
 - Track attendance
 - Enter # attendees at end
 - Or check box for each user then it's a calculated field This one is desired by client.
 - **Export/Import of CSV File for Attendees**
 - Instead of marking each individual user's attendance, Darby would like the ability to download the event roster as an Excel/csv file (this would presumably already be in place like the rest of the admin pages). The sign-in person would then use this file to mark off attendees as they show up at the event. After the event, they can upload the event roster to the site to automatically track which users attended.

Google Calendar Integration

- Is it possible to automatically post a new event to the Google Calendar?
- Google Calendar: link to specific event registration.
- ~~Should we simply build our own Calendar instead of using gcal? Then this project is actually the building of an Event Management System and a site Calendar, which replaces the gcal. Conceptually it's cleaner, but honestly I'm not sure I like that—gcal will always out perform us and is probably more useful in the long run for other clients. But we can at least ask thePlan about feasibility of this. Maybe they have plug and play calendar code that lets you create/edit/manage events. This project could add that, and then we always have the gcal integration that we already built as well, for other clients. Let's see what they think.~~
- Maybe we put google calendar embed on events page? Make one page not two
- Ryan to look into event type/sync: create an event in 360water and show up in google and vice versa
- Event Type: Calendar, Safety Day, Seminar (etc)
- If you create it on google, it will pull down into the events list
- Tie registration to certain event types (Safety Days, etc)
- If you want it to be registered, you would need to start event from 360Water site
- Edit in 360 to change event type (could add registration to event after creation)
- Gordon's previous prompts in case they're more relevant if the two bullets above



aren't feasible

- does this page need to have any connection to the google Calendar page? is that not also a place where events are listed? Make this one page
 - would someone be needing to double-post there and here, with a link from the calendar to this registration page?
 - If so, then we'll need to make sure the way they organize the page nomenclature allows for that, per event, and that we provide the admin user with a way to get that link, ideally within the admin page for the event, or if we have to do it cheaper/faster then simply by pulling the link from the browser URL from the user view.
 - In this scenario, you'd list these safety days events in gcal after you set them up on our site. Do you want more integration between the two, or is this sufficient? Or is it moot?

Multi-User Import for CSV, Including Validation

- This is something that other clients have asked for in the past. Since IURC may end up needing to add multiple users to the system if someone calls in to register a bunch of people all at once, we want to try to get them to include this in the scope.
- The ask on this is: allow an Admin user to upload a CSV file of user data and the system will import the users into the system. It piggybacks on the wishlist item for the CSV upload for the attendance of the events, but this would be for adding new users.
- Perhaps we can have a link on the Users admin page for downloading a blank CSV, containing columns for all the relevant fields for that site (depending on if they have additional User Fields turned on in the Site Settings). Call it "Download Blank New Users CSV", or something similar. Then the upload button could be something like "Batch Upload New Users CSV".
- Include some kind of validation when you upload a filled-out CSV, to make sure the data is right. For example, make sure the passwords are valid (at least 8 characters), stuff like that? Also, the unique Username criteria - can we/should we have it check the CSV for that during the upload process and deny with notification if they fail the validation.

Calendar Skin. Custom UI

Do what we can to make the embedded Google Calendar could have different colors to match the new safedig skin. This will involve building a calendar UI that hooks into the Google Calendar API.

AMENDMENT #2
CONTRACT #000000000000000000055078

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Utility Regulatory Commission (the "State") and 360Water Inc. (the "Contractor") approved by the last State signatory on July 21, 2021.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contractor shall provide the services outlined in **Attachment 1**, hereby attached and incorporated by reference.
2. The Contract is hereby extended for an additional period of two years and shall terminate on December 31, 2025.
3. The consideration during this extension period is \$290,020. Total remuneration under the Contract is not to exceed \$513,540.
4. The Contract is amended by adding the following:

A. Minority and Women's Business Enterprises Compliance. *Include one of the options, as applicable; delete the inapplicable option.*

No certified MBE or WBE subcontractors will be participating in this Contract during the extension period.

B. Indiana Veteran Owned Small Business Enterprises Compliance. *Include one of the options, as applicable; delete the inapplicable option.*

No certified IVOSB subcontractors will be participating in this Contract during the extension period.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Databases:

<https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

360Water, Inc. Electronically Signed by:

By: *Laura T. Raish*
11C65299BCD84F2...

Title: President

Date: 4/12/2023 | 10:30 PDT

Indiana Utility Regulatory Commission Electronically Signed by:

By: *James F. Huston*
02320387E0D1414...

Title: Chairman

Date: 4/18/2023 | 15:48 EDT

Electronically Approved by: Indiana Office of Technology By: _____ (for) Tracy Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

ATTACHMENT 1



TO: Darby Reagan Miller
Underground Plant Protection Account (UPPA) Program Manager
Indiana Utility Regulatory Commission (IURC)
101 W. Washington St., Suite 1500 East

FROM: Todd Raish
VP-Operations, 360water, Inc.

DATE: 4/6/2023

: RE: Indiana Utility Regulatory Commission
Extension of Contract 55078

This memo responds to your offer to extend Contract 55078 through the year 2025. This offer was made via email dated February 28, 2023. On April 5, 2023, you sent a follow-up email with further information about the extension. These emails are attached as Exhibit 1 to this memorandum.

360water accepts the offer and proposes the following budget.

Exhibit 2 to this memo is the budget for Contract 55078, with edits. In my opinion, the 55078 budget serves as the best estimate for the contract extension budget.

My edits strike services that are not required in Year 2024 and Year 2025. The edits reduce the budget for two modules from \$201,760.00 to \$124,760.00.

Therefore, four modules over two years (2024-2025) would require \$249,520.00

(\$124,760 x 2).

According to your emails, the IURC anticipates additional work not listed within Contract 55078. Specifically, the IURC requests the following:

- Spanish Language version of <https://safedigindiana.com/>
- Spanish Language translation for existing courseware.
 - Spanish Language text.
 - Spanish Language closed captioning for all video.
- The breakout of the estimated budget for this work is shown in the table below.

Vendor	Service	Estimated Cost
360water / Fahlgren	Spanish Language website	\$18,000.00
360water / Tomedes / 3Play	Spanish Language courseware	\$17,000.00
360water / Steve Baker	811 Training course production ¹	\$ 5,500.00
	Total	\$40,500.00

Added together, the total budget for the contract extension through 2025 is as follows.

Year 2024	\$124,760.00
Year 2025	\$124,760.00
Spanish Language / Steve Baker	\$40,500.00
Total	\$290,020.00

I recommend that we discuss this memorandum on the phone and make any adjustments that you deem appropriate.

I appreciate the time and attention of the IURC to this matter.

Let me know if you have any questions. Thank you.

¹ Note that the IURC will likely have to pay Steve Baker directly for his fee to conduct his 811 face-to-face training course. The estimated budget in the table reflects only 360Water's costs.

a) Consideration

Total remuneration under this Contract including this Amendment shall not exceed \$513,540.

b) Cost Summary

Contract Component	Total Cost	Adjusted Total Cost
Personnel Costs	Up to \$86,200.00	Up to \$82,200.00
Non Personnel Costs	Up to \$99,560.00	Up to \$38,560.00
Maintenance and Support	Up to \$16,000.00	Up to \$4,000.00
Spanish Language Website Support	Up to \$40,500.00	Up to \$40,500.00
Total	\$242,260.00	\$165,260.00

c) Detailed Budgets**i. Personnel Costs**

Name	Position Title	Hourly Wage Rate Per Position	Anticipated Project Hours Worked	Total Cost
<i>To be determined</i>	Actor, nonspeaking role			-
Jason Smither	Actor, speaking role	\$80.00	\$100.00	\$8,000.00
Jen Russell	Voiceover actor	\$40.00	\$100.00	\$4,000.00
Todd Raish	Adult education SME	\$75.00	\$40.00	\$3,000.00
Josh Zuemer (JOINK LLC)	Indiana 811 Law or excavation SME	\$100.00	\$300.00	\$30,000.00
Laura T. Raish	Project administrator	\$110.00	\$40.00	\$4,400.00
Gordon Baugh	Project administrator	\$95.00	\$40.00	\$3,800.00
Todd Raish	Project manager	\$110.00	\$80.00	\$8,800.00
Hollis Davis	Senior writer	\$55.00	\$200.00	\$11,000.00
Niki Kaufman	Writer	\$53.00	\$200.00	\$10,600.00
Shivan Barwari	Technology Manager	\$65.00	\$40.00	\$2,600.00
Total Personnel				\$86,200.00

Cost				
Adjusted Total Personnel Cost				\$82,200.00

ii. Non-Personnel Costs

Equipment	
Two 2TB external hard drives for file storage and transfer to IURC post project	\$200.00
Recording	
Studio rental for video recording (lighting + crew + teleprompter + equipment) for one day = \$1,400.00; three days = \$4,200.00	\$4,200.00
Surveys	
User survey development and management for four years	\$3,000.00
Travel	
Travel Columbus to Indianapolis for one day = \$200.00. \$2,000.00 for ten days	\$2,000.00
Other Costs	
Help desk \$130.00 per month for 48 months	\$6,240.00
Ten extra hours monthly support for 48 months (~\$166.67 per month)	\$8,000.00
Amazon Web Services cloud hosting \$65.00 per month for 48 months	\$3,120.00
Ongoing support (4 hours per month at 48 months) (\$100.00 per month)	\$4,800.00
Migrate existing courseware to CETO LMS	\$25,000.00
Website graphics	\$10,000.00
Graphical Interface and Map for Document Storage and User Access	\$33,000.00
Total Non-Personnel Cost	\$99,560.00
Adjusted Total Non-Personnel Cost	\$38,560.00

iii. Maintenance

Maintenance Year	Annual Cost
Year One	\$4,000.00
Year Two	\$4,000.00
Year Three (at State's option)	\$4,000.00

Year Four (at State's option)	\$4,000.00
Total	\$16,000.00

Contractor may move up to 15% of money allocated from one Detailed Budget to another without notifying the State. If the Contractor intends to move more than 15% of money allocated from one Detailed Budget to another, it must first secure written approval from the State. In no instance shall total remuneration exceed \$201,760.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Create Document

State of Indiana Public Contract Search

State of Indiana Public Contract Search

Instructions

Please fill in one or more field results.

Contract ID

Business Name

Agency

Zip Code

Starts On or After

Amount From

Comment Text

Your query returns



	Contract ID
1	0000000000000000
2	0000000000000000

State of Indiana Electronic Approvals

Contract ID 0000000000000055078 Type Amendment Amendment 2 Amount 290020.000
 Start Date 06/29/2023 End Date 12/31/2025
 Agency Utility Reg Commission
 Supplier 360WATER INC Zip Code 43212

1-8 of 8

	Approver	Agency	Date / Time Approved
1	Kosco,Dana Kay	Agency Fiscal Approval	04/19/2023 3:42:26.000000PM
2	Cumston,Dawn Marie	IOT Approval	05/16/2023 10:43:59.000000AM
3	Baker, Frank William	IOT Approval	05/19/2023 7:28:18.000000AM
4	Barnes, Tracy Eugene	IOT Approval	05/22/2023 8:46:12.000000AM
5	Redding, Sandra D	IDOA Legal Approval	05/22/2023 2:45:17.000000PM
6	Sharp, Cara Alycia	SBA Approval	06/07/2023 9:29:56.000000AM
7	Leisher, Jean M	Attorney General Approval	06/07/2023 10:27:49.000000AM
8	Harry, James Haven	Attorney General Approval	06/22/2023 1:01:27.000000PM

Return