

**CONTRACT FOR VIDEO TRAINING SERVICES FOR WATER QUALITY  
FOR THE  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

THIS CONTRACT is by and between the Lexington-Fayette Urban County Government (hereinafter the "LFUCG"), a political subdivision within the Commonwealth of Kentucky having its principal office at 200 East Main Street, Lexington, KY 40507, and 360Water, Inc., a corporation organized and existing under the laws of the State of Ohio (hereinafter the "Company") having its principal office located at 965 West Third Avenue, Columbus, Ohio 43212. LFUCG and the Company, in consideration of their mutual covenants set forth herein, agree in respect of the performance of services by the Company and the payment for those services by LFUCG as set forth below.

**SECTION A – Subject of Contract**

The subject matter of this Contract is the RFP 27-2020 Video Training Services for Water Quality issued by the LFUCG, which RFP is attached hereto as Exhibit 2 and incorporated herein by reference as if set forth fully herein..

**SECTION B – Contract Terms**

**B-1 Prices/Costs**

LFUCG will pay the Company for services rendered based on the hourly rates quoted in the Request for Proposal Response Template (the "Proposal") Exhibit 2, RFP 27-2020, Pricing Matrix. Those hourly rates will be in effect for the duration of this contract unless the contract is extended under the terms and conditions stated in paragraph B-3. LFUCG also agrees to pay the Company for 1) utilization of the Company's web portal in a manner consistent with the terms of the Proposal and 2) reimburse the Company for travel expenses in a manner consistent with the terms of the Proposal.

When travel is required in performance of services under this Contract, then reasonable travel expenses for hotels, meals and mileage will be paid when services are performed in Lexington, Kentucky. Reimbursement is subject to the limitations set by LFUCG including the selection of appropriate and fiscally reasonable accommodations. Appropriate and fiscally reasonable accommodations are defined as single occupancy rooms at one of the following locations:

- Staybridge Suites, 125 Louie Place, Lexington KY
- Holiday Inn Express, 1780 Sharkey Way, Lexington KY
- Courtyard by Marriott, 775 Newtown Court, Lexington KY
- Residence Inn by Marriott, 1080 Newtown Pike, Lexington KY

Meals will be reimbursed in accordance with the rates set forth in LFUCG's CAO Policy 4R (Exhibit 4), and only for meals associated with approved travel to Lexington-Fayette County, Kentucky for services under the Contract.

**B-2 Invoices**

(a) The Company will invoice LFUCG monthly as a percentage of completion of each task.

All invoices should identify the following items:

- (i) the date of the invoice and the invoice number;
- (ii) the purchase order number;
- (iii) the description of services performed and the Contract Item against which charges are made;
- (iv) the total amount allocated for completion of the task, the amount previously billed to date and the amount due for the current invoice;
- (v) the percentage of performance completed;
- (vi) the dates of performance; and

(vii) appropriate referencing for any past due invoices.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

ATTN: Jimmy Ross, CMOM Manager  
LFUCG – Division of Water Quality  
951 Enterprise Drive  
Lexington, KY 40510

(b) Included with each invoice will be the following items:

- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
- (ii) copy of the applicable Deliverable associated with the invoice

### **B-3 Performance Period/Delivery Schedule**

(a) The performance period commences on the date of contract execution and continues through the completion of services provided, anticipated to be no later than December 31, 2021, unless extended by mutual agreement of both parties. Contract extension via mutual agreement is limited to a maximum of four (4) annual renewals, each for one year in duration, subject to sufficient funds being appropriated in future fiscal years. If extended, contractual hourly rates quoted in the Request for Proposal Response Template may be adjusted based on the Cumulative Annual CPI used by LFUCG for sewer rate adjustment.

A maximum of two adjustments permitted if the contract is extended:

- Adjustment 1 - 1/01/2023
- Adjustment 2 - 1/01/2025

Example- if the CPI is 2.1% for 2021 and 1.9% for 2022-the rates would be adjusted 4.0% on January 1, 2023.

(b) The Company shall provide services in accordance with the schedules contained in fully executed task orders. The Company anticipates that it will work on more than one task order deliverable at the same time in order to meet overall project goals.

## **SECTION C – Statement of Work**

### **C-1 Scope of Services**

The Company shall develop and provide On-Line Training for the LFUCG Division of Water Quality (DWQ) consistent with the scope of work described in LFUCG RFP #27-2020 and the Company response to the RFP. The overall objective of the scope is to develop custom training videos that DWQ can utilize for training and continuous improvement of operations staff. Approval of the training elements by regulatory agencies is potentially a secondary benefit but the primary focus of the work is to develop training modules that reinforce and demonstrate DWQ's adherence to regulatory Capacity, Management, Operations and Maintenance (CMOM) program requirements.

Once developed and approved by DWQ CMOM Program Management, the Company will provide a suitable 24 hour per day platform to designated DWQ staff for the viewing of completed On-Line Training.

LFUCG and the Company will develop project specific task orders that will clearly define each unique deliverable, the schedule for completing those deliverables and the total cost for each of those deliverables. The hourly rates provided in the Proposal will be the basis for determining the total cost of a Task Order deliverable. The tasks specified in Exhibit 2, RFP 27-2020 will be the basis of Task Order 1.

**C-2 Deliverables**

The Company shall complete the work as specified in each approved and executed Task Order.

**Authorization for work to begin** – A blanket purchase order will be issued by LFUCG to authorize work to begin on future approved Task Orders.

**SECTION D – Communication**

**D-1 Contact Information**

FOR LFUCG:  
CONTRACTUAL                      Attn: Charles Martin, Director  
   Water Quality  
   Lexington-Fayette Urban County Government  
   125 Lisle Industrial, Suite 180  
   Lexington, KY 40511  
   (859) 425-2455  
   Fax: (859) 254-7787  
   Email: [chmartin@lexingtonky.gov](mailto:chmartin@lexingtonky.gov)

FOR LFUCG:  
PROJECT MGR.                      Attn: Jimmy Ross, CMOM Program Manager  
   Division of Water Quality  
   Lexington-Fayette Urban County Government  
   951 Enterprise Drive  
   Lexington, KY 40510  
   (859) 425-2400  
   Fax: (859) 254-7787  
   Email: [jross@lexingtonky.gov](mailto:jross@lexingtonky.gov)

FOR THE COMPANY: Attn: Laura Tegethoff Raish  
   360water, Inc.  
   965 West Third Avenue  
   Columbus, Ohio 43212  
   (614) 294-3600  
   Fax: (614) 294-3601  
   Web: [www.360water.com](http://www.360water.com)

Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

**D-2 Project Manager/Company Representative/Key Personnel**

- (a) LFUCG designates Jimmy Ross as its Project Manager for this Contract. LFUCG will provide written notice to the Company in the event of a change in the Project Manager. The Project Manager will be the Company's principal point of contact at LFUCG regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding LFUCG's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates Laura Tegethoff Raish as the Company Representative for this Contract. The Company will provide written notice to LFUCG should there be a subsequent Company Representative change. The Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

- (c) The Company designates the personnel listed in the Attachment 2, RFP 27-2020, at "6" Proposed Approach for the Identified Videos. The Company will utilize the listed personnel to work on this Contract.

### **D-3 Warranty – Services**

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to LFUCG, re-perform or correct the services so that the services conform to the warranty.

### **D-4 Intellectual Property Rights**

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of LFUCG, are the property of LFUCG. However, all pre-existing software and computer systems, including but not limited to the online training platform and source code, data tables, and notes, shall remain the property of the Company.

### **D-5 Business Licenses/Registrations**

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract as required by LFUCG.

## **SECTION E – General Clauses**

### **E-1 Governing Law, Jurisdiction, and Venue**

The laws of the Commonwealth of Kentucky shall govern this Contract. The parties hereto agree that any suit, action, or proceeding with respect to this Contract may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Contract brought in the Courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

### **E-2 Notice of Delay**

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of LFUCG provided personnel, data, or equipment, the Company immediately shall notify LFUCG in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, LFUCG will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise LFUCG in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

### **E-3 Termination**

LFUCG shall have the right at any time to terminate this Contract, in whole or in part, for any reason whatsoever. Such termination shall be effected by written notice from LFUCG to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by LFUCG. In the event of such termination, LFUCG agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. LFUCG's sole liability under this Section is for payment of costs for services requested by LFUCG and actually performed by the Company.

#### E-4 Insurance

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and LFUCG from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the Commonwealth of Kentucky. The Supplier's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of LFUCG.
  - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Supplier's General Liability policy shall have a waiver of subrogation endorsement in favor of LFUCG, and shall be endorsed to include LFUCG, its officers, and employees as additional insured.
  - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply. The Supplier's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of LFUCG, and shall be endorsed to include LFUCG, its officers, and employees as additional insured.
- (b) The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- (c) Failure to carry the required insurance constitutes a breach of the Contract. If the Company fails to carry the required insurance, LFUCG may (i) order the Company to stop further performance hereunder, or (ii) terminate the Contract if the breach is not remedied.
- (d) Any subcontractor or sub-consultant approved by LFUCG shall be required to procure, maintain and submit proof of insurance to LFUCG of the same insurance requirements as specified above, and as required in this paragraph.
- (e) The Company is encouraged to purchase any additional insurance it deems necessary.
- (f) The Company is required to remedy all injuries to persons and damage or loss to any property of LFUCG caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

#### E-5 Indemnification

- (a) In addition to the insurance requirements set forth in Section E-4 (Insurance), the Company shall protect, indemnify and hold harmless LFUCG, its officers, employees, agents, and consultants from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against LFUCG, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by LFUCG.
- (b) If a third party claim against LFUCG for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted LFUCG's tender of defense, then LFUCG will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage

amount, LFUCG, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to LFUCG.

- (c) It is expressly agreed that the Company shall defend LFUCG against the Liabilities and in the event that the Company fails to do so, LFUCG shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.
- (d) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (e) LFUCG is a political subdivision of the Commonwealth of Kentucky. The Company acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Company in any manner.

#### **E-6 Assignment**

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

#### **E-7 Waiver**

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of LFUCG to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of LFUCG to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

#### **E-8 Audit of Records**

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to LFUCG to be retained by LFUCG for the period of time required herein.
- (b) LFUCG or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. LFUCG will provide prior written notice to the Company of the audit and inspection.

#### **E-9 Independent Contractor**

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of LFUCG. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. LFUCG shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with LFUCG. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

#### **E-10 Severability**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties

further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

#### **E-11 Conforming Services**

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish LFUCG with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

#### **E-12 Modification/Amendment**

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

#### **E-13 Entire Contract, Section and Paragraph Headings**

- (a) This Contract represents the entire and integrated agreement between LFUCG and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

#### **E-14 Conflict of Interest (Public Officials)**

- (a) An official of LFUCG, who is authorized on behalf of LFUCG to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for LFUCG, who is authorized on behalf of LFUCG to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of LFUCG relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, LFUCG may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of LFUCG, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

#### **E-15 Public Records**

LFUCG is a public agency as defined by state law. As such, it is subject to the Kentucky Open Records Act (KRS 61.870 to KRS 61.884 et seq). LFUCG's records are generally deemed to be public records, subject to inspection and copying as provided under Kentucky law, unless otherwise exempt under the Kentucky Open Records Act.

#### **E-16 Confidentiality – LFUCG Information**

- (a) To the extent permitted by law, all information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company shall be confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of LFUCG or as otherwise required by law. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of LFUCG is obtained. Upon request by LFUCG, the Company shall promptly return to LFUCG all confidential information supplied by LFUCG, together with all copies and extracts.

- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by LFUCG, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from LFUCG; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from LFUCG; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify LFUCG. In such event LFUCG, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

#### **E-17 Marketing Restrictions**

The Company may use LFUCG's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. However, the Company may not use LFUCG's official seal or any logos, identifying marks, images, or graphics otherwise used by LFUCG for identification or branding purposes.

#### **E-18 Limitation of Funding**

LFUCG reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to LFUCG, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

#### **E-19 Counterpart Signatures**

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

#### **E-20 Non-Discrimination and Fair Employment Practices**

- (a) **Discrimination:** LFUCG is committed to promoting full and equal business opportunity for all persons doing business in Lexington-Fayette County, Kentucky. The Company acknowledges that LFUCG has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or sub-consultants are found by an appropriate authority to have refused to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; LFUCG may declare the Company in breach of contract and terminate Contract.
- (b) **Fair Employment Practices:** In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

#### **E-21 No Third Party Rights**

This Contract does not create a contractual relationship with or right of action in favor of a third party against either LFUCG or the Company.



**SECTION F – List of Attachments/Exhibits**

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Pages</u>
Exhibit 1	Certificate – Disclosure of Ownership/Principals	1
Exhibit 2	RFP 27-2020	48
Exhibit 3	360water Inc. proposal for RFP 27-2020	38
Exhibit 4	LFUCG CAO Policy 4R	4

All exhibits, schedules, annexes, or other attachments to this Contract are incorporated into this Contract as if set out in full in the first place that reference is made thereto. To the extent of any conflict among the provisions of these exhibits and/or this Contract, the provisions of this Contract shall control, followed by the provisions of **EXHIBIT 2**, then **EXHIBIT 4**, then **EXHIBIT 3**, and then **EXHIBIT 1**.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

*Linda Gorton*

LINDA GORTON  
Mayor

*March 12, 2021*  
Date

**360WATER, INC.**

*Laura T. Raish*

LAURA T. RAISH  
President

*Feb 12, 2021*  
Date



**ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS**

**1. Instructions**

An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

**2. Incorporation**

This Certificate shall be incorporated into the resulting contract, if any, between LFUCG and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify LFUCG in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify LFUCG of any material change may result, at the option of LFUCG, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: <u>Contracting Entity</u>	Block 2: <u>Description / Subject Matter of Contract</u>
<b>Name:</b> 360water, Inc.	<b>Services for:</b> RFP 27-2020 VIDEO TRAINING SERVICES FOR WATER QUALITY LFUCG
<b>Address:</b> 965 West Third Avenue Columbus, Ohio 43212	
<b>Telephone:</b> 614-294-3600	<b>Project Number:</b>
<b>EIN or DUNS :</b> 31-1704111	

**Block 3: Type of Business**

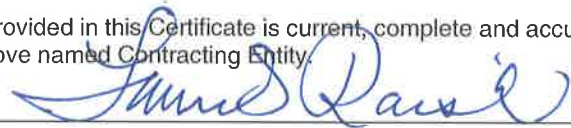
Individual  
  Partnership  
  Limited Liability Company  
  Corporation  
  Trust  
  Other:

**Block 4: Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE	% Ownership
1.	Laura T. Raish	965 West Third Avenue, Columbus, Ohio 43212	614-294-3600	100
2.				

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.


  
 \_\_\_\_\_  
 Name

\_\_\_\_\_  
 Date

STATE OF OHIO  
COUNTY OF FRANKLIN

Subscribed and sworn to before me this 12<sup>TH</sup> day of

FEBRUARY, 2021

  
 \_\_\_\_\_  
 Notary Public



**ATTACHMENT 2 – RFP 27-2020  
VIDEO TRAINING SERVICES FOR WATER QUALITY**