

GRANT AGREEMENT

EDS # A75-8-18G-001

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Utility Regulatory Commission (the "State") and Indiana Underground Plant Protection Service (the "Grantee"), 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. Purpose of this Grant Agreement; Grant Funds. The purpose of this Grant Agreement is to enable the State to award a grant of \$ 58,511.00 to the Grantee for eligible costs of the services or project (the "Project") described in Exhibits A and B of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with **Indiana Code § 8-1-26-24** establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

3. Implementation of and Reporting on the Project.

- A. The Grantee shall implement and complete the Project in accordance with Exhibit A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a [weekly/monthly/quarterly] basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on 08/13/2017 and shall remain in effect through 09/30/2017. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

5. Grant Funding.

- A. The State shall fund this Grant in the amount of \$ 58,511.00. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

- A. Unless otherwise authorized by statute and agreed to in this Grant Agreement, all payment shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide the State with a reconciliation of those expenditures.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within 10 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 35 calendar days following the date the services were provided. All final claims and reports must be submitted to the State within 10 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State.

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

9. Compliance with Laws.

- A. The Grantee 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 Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee 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 Grantee 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 Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Grant.** If the Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee 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 Grantee certifies by entering into this Grant Agreement 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. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee 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 Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project 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 Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee 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.
- G. As required by IC §5-22-3-7:
- (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, 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 Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, 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 this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee 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 Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and
- 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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- 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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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.

11. Employment Eligibility Verification.

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;

- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

12. Funding Cancellation.

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 Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. Governing Law. This Grant Agreement 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.

14. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

15. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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 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"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee 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.

16. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

For payment notices and invoices:

Mary Becerra
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

B. Notices to the Grantee shall be sent to:

Indiana Underground Plant Protection Service ATTN Dan Meiners
1433 Holey Moley Way
Greenwood, IN 46143

C. Grantee address for W-9/Direct Deposit (if different from subsection B):
Same as above.

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

17. Order of Precedence.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee.

18. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly

done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

20. Federal and State Third-Party Contract Provisions. There are no federal funds provided by this Grant.

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Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant 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 Grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

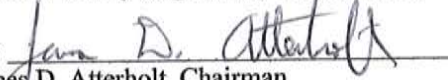
In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below agree to the terms thereof.

Indiana Underground Plant Protection Service

By: 
Daniel J. Meiners, Executive Director

Date: 9/18/17

Indiana Utility Regulatory Commission

By: 
James D. Atterholt, Chairman

Date: 9/25/17

Approved by:
Indiana Department of Administration

By:  (for)
Jessica Robertson, Commissioner

Date: 10/3/17

Approved by:
State Budget Agency

By:  (for)
Jason D. Dudich, Director

Date: 10-3-17

APPROVED as to Form and Legality:
Office of the Attorney General

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on August 17, 2017.
FA 17-29*

Approved by:
Indiana Office of Technology

By: NA (for)
Deward Neely, Chief Information Officer

Date: _____

Exhibit A – Grant Application

Grantee Contact Information

1. **Name:** Chuck Muller
2. **Business Name (if applicable):** Indiana 811
3. **Phone number:** 317-893-1404
4. **Address for notices:** 1433 Holey Moley Way, Greenwood, IN 46143
5. **Address for W-9 and Direct Deposits:** 1433 Holey Moley Way, Greenwood, IN 46143
6. **Email:** cmuller@indiana811.org
7. **Company website (if applicable):** www.indiana811.com
8. **Alternate contact person, phone, and email (if applicable):** Mary Patricia Kindt, 317-893-1451, mpkindt@usa811.org

Metrics Information

9. **How did you learn about the UPP Account Fund?** UPPAC meetings at Indiana 811
10. **What is your current role in pipeline safety?** One Call Center

Grant Project Scope

11. **Under IC 8-1-26-24, the Underground Plant Protection Account is established to provide funding for programs established and administered by the commission as listed below. This project will be [please check at least one box]:**
 - A public awareness program concerning underground plant protection.
 - A training or educational program for contractors, excavators, locators, operators, and other persons involved in underground plant protection.
 - An incentive program for contractors, excavators, locators, operators, and other persons involved in underground plant protection to reduce the number of violations of Ind. Code chapter 8-1-26.
12. **Please provide a detailed description regarding how your project will benefit the public by enhancing underground plant protection:** Indiana 811 with help from Marathon Pipeline (MPL), Miller Pipeline, USIC, and Citizens Energy Group is sponsoring 811 Day at the Indiana State Fair on Sunday, August 13, 2017 and will also be featuring 811 marketing items throughout the Indiana State Fair. The sponsorship includes many opportunities to promote the 811 Call Before You Dig message throughout the fair (See Exhibit A- Sponsorship Package for complete details). On August 11, 12, and 13 MPL will have an outreach booth set up at the fair to educate the general public on the importance of calling 811. Last year, MPL did

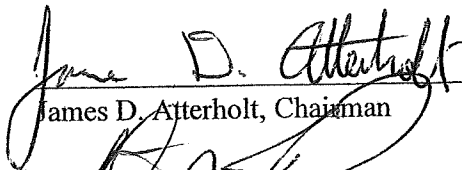
this at the Ohio State Fair and had great success educating the public through the use of a prize wheel where each person coming to the booth had to answer a question about 811 and underground utility safety. The line for the booth was constant throughout the weekend and over 10,000 promotional items with the 811 message on it were handed out. This year, on 811 Day (August 13), State Fair Boulevard at the Indiana State Fair will turn into "811 Boulevard" as MPL has invited other companies within Indiana to participate in promoting 811 (see Exhibit D -- 811 Day Company Invite). Indiana 811, Vectren, and Miller Pipeline have committed to participate and will all set up booths and activities along this major walkway of the fair. Common Ground Alliance has decided to include this event as one of the 811 Day Block Parties for 2017. This grant request is specifically requesting funds promotional items which will be handed out at the various booths by all companies involved (see Exhibit C -- Promo Items) and 811 cement decals and flags (see Exhibit I -- Feather Flag Graphic and Exhibit K -- Cement Decal Graphic) to be placed on State Fair Boulevard. As shown in the attachment, the promo items feature the 811 logo and/or a message about calling 811. An article about this event will be submitted to the Common Ground Alliance newsletter on 811 Block Parties. This is a collaborative event that will help the entire state of Indiana become more aware about the importance of calling 811 before digging. This event does not meet any compliance requirements for any of the companies involved and is above and beyond outreach that each company is choosing to do.

13. **Please provide your target audience/demographics for this project:** General public, farmers, and youth.
14. **Please provide a description of how your program's results will be measured to determine the value and relative effectiveness of your program:** Measurements will include: the number of promotional items handed out and attendance at the fair on 811 Day - August 13
15. **Estimated start date for project:** August 11, 2017
16. **Estimated length of time for project:** August 20, 2017
17. **Please describe the specific details of your proposed project, including a schedule and/or milestones:** See Exhibit E -- 811 Day Task List for complete details on the project schedule

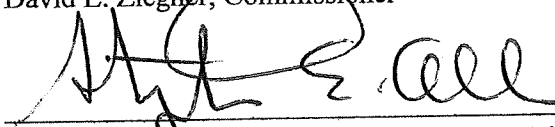
	Milestones	Estimated Completion Date
1	Solicit other Damage Prevention organizations to partner with MPL to set up and staff Safe Digging booths	5/15/2017
2	Determine promotional giveaway items and place order	6/1/2017
3	Complete 811 booth designs	7/1/2017
4		
5		
6	Click here to enter text.	Click here to enter a date.

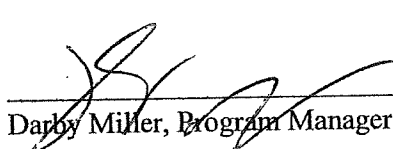
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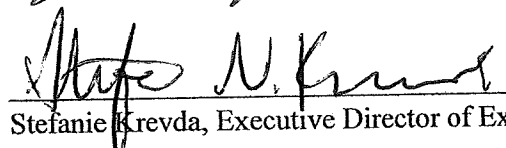
UPP Account Committee Approval

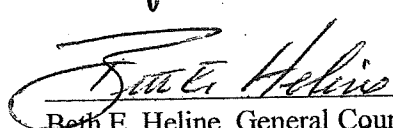

James D. Atterholt, Chairman

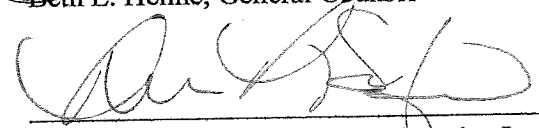

David E. Ziegner, Commissioner


Steve Allen, Director of the Pipeline Safety Division


Darby Miller, Program Manager of the Underground Plant Protection Fund


Stefanie Krevda, Executive Director of External Affairs


Beth E. Heline, General Counsel


Loraine Seyfried, Chief Administrative Law Judge

Robert Veneck, Executive Director of Technical Operations

Date Approved: 8-10-17

Exhibit B – Project Budget

Instructions: Insert your project budget here. Your budget should be detailed and must include a total. Generally, claims shall be submitted to the IURC within 35 calendar days following the date the services were provided and claims may be submitted on a monthly basis only. If you are requesting payments in advance, you must provide the justification.

Total amount requested: \$ 58,511

Project Budget:

	Budget Item	Cost
1	(12) Cement decals	\$ 6,320
2	(12) Feather flags	\$ 1,932.60
3	(12) Pole kits for flags	\$ 879.96
4	(2) Water bags for flags	\$ 102.70
5	(22,750) Promotional items including waterbottles, mini fans, fun spinners, foam squirt cannons, and t-shirts.	\$ 49,275.30
6		\$
7		\$
8		\$
9		\$
10		\$
	Total Cost	\$ 58,511

Description of Costs:

Total budget for event is included in Exhibit F – 811 Day 2017 Budget. \$58,511 of the costs of the event are being requested for this grant – these items are highlighted in yellow on the total budget. Total cost for the event is estimated to be \$96,719.

Promotional items include 22,750 items with an 811 message to give out at the outreach booths – items include mini fans, t-shirts, water bottles, water cannons, and fidget spinners. Items will be shared among the different companies/organizations participating in 811 Boulevard on August 13 (See Exhibit C – promo items and Exhibit G – promotional items quote).

811 Flags will be 17 feet tall and will include the 811 logo. These will be available to use for future 811 outreach events. (See Exhibit H – feather flag quote and Exhibit I – feather flag graphic).

Miller Pipeline will provide 2 excavators to park at gate 1A at the fair. The excavators will include an 811 sign and cement decals. The requested funds are to cover the cost of the cement decal only (See Exhibit J – excavator graphic).

811 Cement decals include 10 cement decals to line “811 Boulevard” on August 13 (See Exhibit K – cement decal graphic).

Attachment C
Promo Items and Distribution- Indiana State Fair

MPL	
Friday	Quantity
Water Cannons	1,750
Shirts	1,500
Saturday	Quantity
Water Cannons	1,750
Shirts	1,750
Sunday	Quantity
Fans	1,750
Water Cannons	2,000

Vectren	
Sunday	Quantity
Water Bottles	3,750

Indiana811	
Sunday	Quantity
Shirts	3,750

Miller Pipeline	
Sunday	Quantity
Fidget Spinners	3,750

TOTAL: 21,750

T-897: BLUE Foam Squirt Cannon **IMPRINT AREA** | **ITEM APPROX. SIZE**
 1 1/8" Diam 13 1/4"

ORDER
 JOB NO. 671968 CUSTOMER P.O. 4446496

QUANTITY 5,500 IMPRINT COLOR WHITE **NZPA INK**

ARTWORK LAYOUT

ART @ 100%





NOT TO SIZE. FOR PLACEMENT ONLY **ARTIST** 

Attachment C
Promo Items and Distribution- Indiana State Fair

<p>Customer: STAPLES - AIP DEPT</p> <p>Order #: 400001</p> <p>PO: 6446497</p> <p>Ship Date: CM 5/13</p> <p>Ship Date: 5/13</p> <p>Item #: 221</p> <p>Item Color: NEON YELLOW NEON PINK SEEDS SAFETY ORANGE</p> <p>Graphic Placement:</p> <p>A FRONT</p> <p>B BACK</p> <p>Imprint Size:</p> <p>A 11.24" W x 12" H</p> <p>B 12" W x 10.92" H</p> <p>INK SYSTEM:</p> <p>INPLEX EPIC INK SYSTEM</p> <p>SPECIAL INSTRUCTIONS:</p> <p>PRE-PRO</p> <p>Approved - Please call 800-820-0100 to place order for 1000 & 2000 quantities. 1000 quantity - 1000 units @ \$1.00 2000 quantity - 2000 units @ \$1.00</p>	<p align="center">PRINTED BLEND</p> <p align="center">---ATTENTION: FIT TO SIZE---</p>	<p>A FRONT (MAX SIZE: 12" W x 12" H) *ARTWORK SHOWN AT 80% OF ACTUAL SIZE*</p> <p>Every 6 Minutes an underground utility is damaged because someone didn't call</p> <p>B BACK (MAX SIZE: 12" W x 12" H) *ARTWORK SHOWN AT 40% OF ACTUAL SIZE*</p> <p>811 Know what's below. Call before you dig.</p>

Attachment C
Promo Items and Distribution- Indiana State Fair

NEW PAD PRINT
Turn 90 for film output ONLY

Not Actual Size
 Imprint Area 3/4" W x 1 1/2" H

PLEASE NOTE:
 Proof approvals are solely the customer's responsibility, we are not responsible for typos.
 Please review artwork carefully.

The registration mark may not print legibly.



FPO



0.75" W X 0.6309" H

STAPLES
 PO# 4446495

Dashed Line For Imprint Area Only. Will Not Print.

Artists Date: 06/07/17	Order #: 4608153	Ship Date: 07/17/17	Imprint Color: Black	Item Color: Silver	Item # 86:	MAX Imprint Size: 3/4" w x 1 1/2" h	Imprint Type: New Pad	Revised: 07/01/04 per Liz	Proofing:
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Attachment C
Promo Items and Distribution- Indiana State Fair



F.P.O

ACTUAL ART SIZE: 2"W x 1.625"H





JOIN US FOR

811 DAY

at the INDIANA STATE FAIR

----- presented by -----

MARATHON PIPE LINE LLC AND INDIANA811

Sunday, August 13, 2017

A whole day dedicated to calling 811 before digging

811 coolers to the first 811 fairgoers	811 online, social media, and print promotions	811 signage throughout the fair	811 front gate displays	811 representation in the daily parade	811 hats worn by fair staff
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Attachment D



811 Boulevard

- A whole boulevard devoted to **811**
- Safe digging enthusiasts needed to set up and staff outreach booths on **Sunday, August 13**
 - **FREE** booth space
 - **FREE** admission to the fair
- Currently applying for an UPP Account Grant to cover the cost of promotional items

Page 1 of 1

EMAIL SAFEDIGGING@MARATHONPETROLEUM.COM
 OR CALL **ABBEY WILL AT 419-429-5811**
to reserve your spot now!

Attachment E

811 Day 2017

Employee Registration						
% done	Phase	Due By	Notes	Update	Contact	
100%	Employee Invite and Registration Creation		1-Apr-17 Complete.		Kristen Schroeder	
100%	Send invitation		1-Apr-17 Complete.			
90%	Employee RSVPs due		1-May-17 Complete but will leave open for people registering late.			
0%	Send Meeting Invite for event	15-May-17	Send meeting invite to registered employees for picnic volunteer time Send via 811day@marathonpetroleum.com. Include link for block of hotel rooms. Block of rooms reserved at Courtyard Downtown.			
0%	Decide on and order employee shirts	15-May-17	Determine style of shirt and work with Staples to order these. Order after employees register with shirt sizes. Joanie will enter PO to staples. Have Graphics approve logos on shirts. Use MPL, 811 and Earning Your Trust logos. Order different shirts for the booths.		Graphics- Suzanne Frankenburg Staples- Alisa Lyons Alisa.Lyons@Staples.com MPL Areas- Stoy, Martinsville, Griffith, Clermont	
0%	Send shirts and tickets to Areas	31-Jul-17	Ship shirts directly to the 3 areas with fair tickets and picnic wrist bands. Ship to Area Admins to distribute in their Area.			
0%	Employee pep talk	31-Jul-17	Write agenda for Tim and Shawn's pep talk before event. Include the who, what, why, job descriptions, talking points with landowners and the do's and don'ts.			
0%	Reminder Email	1-Aug-17	Send reminder email about the event to employees with agenda and dress code for the event. Include any other important information.			

Landowner Registration						
% done	Phase	Due By	Notes	Update	Contact	
10%	Landowner Registration Websites	26-Jun-17	Website for landowners to register is being created by Paradigm. This registration page is linked to the email address 811day@marathonpetroleum.com and gmail email address. Karen, and Abbey have access to these email addresses. Chris Madaras in Graphics will place the registration page in an frame on our external website.		Paradigm- Michelle McQueary michelle.mcqueary@pdigm.com Office: 877-477-1172 X158 Cell: 317-928-4758 Graphics- Chris Madaras Legal- John Staler Paradigm- Michelle McQueary michelle.mcqueary@pdigm.com Office: 877-477-1172 X158 Cell: 317-928-4758	
20%	Landowner invitation and rules creation	15-May-17	Send final pdf of invite and word document of rules to Michelle at Paradigm.		Paradigm- Michelle McQueary michelle.mcqueary@pdigm.com Office: 877-477-1172 X158 Cell: 317-928-4758	
0%	Landowner invite, rules, envelope printer PDF proof approval	19-May-17	Paradigm will send us print proofs to approve before printing.		Paradigm- Michelle McQueary michelle.mcqueary@pdigm.com Office: 877-477-1172 X158 Cell: 317-928-4758	
50%	Send mailing list to Paradigm	31-May-17	MPL GIS is currently putting together the Indiana landowner mailing list.		Paradigm- Michelle McQueary michelle.mcqueary@pdigm.com Office: 877-477-1172 X158 Cell: 317-928-4758	

Attachment E

0%	Send invitation to landowners	6-Jul-17	Paradigm will do this.		Paradigm- Michelle McQueary michelle.mcqueary@pdigm.com Office: 877-477-1172 X158 Cell: 317-928-4758
0%	Registration Closes	6-Aug-17	Website will be disabled after 07/06/2017 at 12:00 am. Paradigm will do this.		Paradigm- Michelle McQueary michelle.mcqueary@pdigm.com Office: 877-477-1172 X158 Cell: 317-928-4758
0%	Reminder email to landowners	6-Aug-17	Sent by Paradigm		Paradigm- Michelle McQueary michelle.mcqueary@pdigm.com Office: 877-477-1172 X158 Cell: 317-928-4758
0%	Reminder email to landowners	11-Aug-17	Sent by Paradigm		Paradigm- Michelle McQueary michelle.mcqueary@pdigm.com Office: 877-477-1172 X158 Cell: 317-928-4758
0%	Create and send follow up survey to landowner	14-Aug-17	Create event follow up survey and send to landowners. Get landowner email list from Paradigm. Send survey to landowners via 811day@marathonpetroleum.com.		Paradigm- Michelle McQueary michelle.mcqueary@pdigm.com Office: 877-477-1172 X158 Cell: 317-928-4758

Picnic					
% done	Phase	Due By	Notes	Update	Contact
100%	Site visit to Indiana State Fair	1-Mar-17	Complete		ISF- Lindsey Hohl lhohl@indianastatefair.com
10%	Contact caterer and prepare menu	1-Jun-17	Visit with caterer to sample if necessary. Check on lemon shakes.		Jennifer Platte- Barto's Concessions- Food Guys Catering 317-752-0172
30%	Create landowner education booths.	31-Jul-17	These booths are to educate landowners inside the picnic. Stick to 2-3 booths. Work with graphics on these.		Graphics- Suzanne Frankenburg
0%	Decorations	15-Jul-17	Work with graphics to decorate picnic area.		Graphics- Suzanne Frankenburg
70%	Determine entertainment	1-May-17	Need to create games for landowners and kids. Facepaintings by Rita is scheduled for the event.	Decided to work with graphics to have games. Need prizes and work with legal on rules for games.	Graphics- Suzanne Frankenburg Legal- John Staler Face Painter- Rita Miller 614-915-8907 facepaintingbyrita@gmail.com
0%	Develop goody bags	1-Jun-17	Order bag and items to go inside. Order via Staples. Need to brainstorm ideas for what goes inside. Graphics will need to approve logos on each promo item.		Graphics- Suzanne Frankenburg Staples- Alisa Lyons Alisa.Lyons@Staples.com
0%	Design nametags for employees	1-Aug-17	Work with Graphics to design these.		Graphics- Suzanne Frankenburg
0%	Confirm head count and logistics for caterer	1-Aug-17			Jennifer Platte- Barto's Concessions- Food Guys Catering 317-752-0172
0%	Develop logistics for landowners on day of event/Registration booth	1-Jul-17	Landowners will trade in their voucher at the dedicated MPL registration booth at the main entrance. They will receive their fair tickets and picnic wrist bands here. Employees at this booth will need to direct landowners where to go for the picnic. We will need to work with Graphics to decorate this booth and to design and print wrist bands.		Graphics- Suzanne Frankenburg

Indiana State Fair (ISF) Sponsorship					
% done	Phase	Due By	Notes	Update	Contact

Attachment E

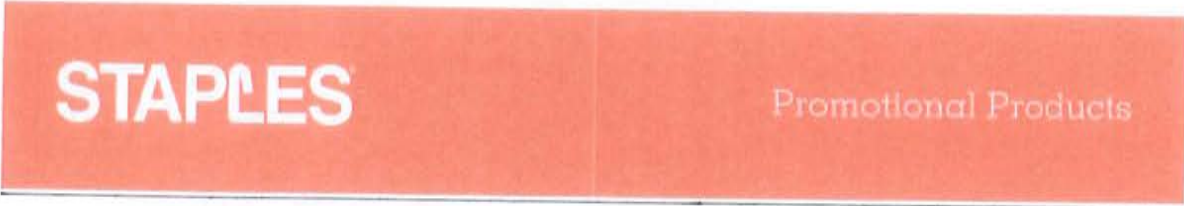
100%	Site visit to Indiana State Fair	1-Mar-17	Complete		ISF- Lindsey Hohl-lhohl@indianastatefair.com
100%	Logo/URL/Scroll-Over Script due to ISF	13-Mar-17	Complete		ISF- Lindsey Hohl-lhohl@indianastatefair.com
100%	Sponsor Payment	1-Apr-17	Complete		ISF- Lindsey Hohl-lhohl@indianastatefair.com
100%	8-1-1 Reentry stamp graphic to ISF	1-May-17	Complete		ISF- Lindsey Hohl-lhohl@indianastatefair.com
70%	Solicit other Damage Prevention organizations to partner with us to set up and staff Safe Digging Booths	15-May-17	Booths will be located on State Fair Boulevard. Indiana811 will help up with this.	Currently Indiana811, NiSource, Vectrend and MPL have committed to booths.	Indiana811- Chuck Muller cmuller@indiana811.org
40%	Booth Participation Schedule State Fair Blvd Booth Layout to ISF	15-May-17			ISF- Lindsey Hohl-lhohl@indianastatefair.com
0%	Order promo items to handout at all Safe Digging Booths	1-Jun-17			Staples- Alisa Lyons Alisa.Lyons@Staples.com ISF- Lindsey Hohl-lhohl@indianastatefair.com
20%	Art for Daily Gate Sheet to ISF	1-Jun-17			ISF- Lindsey Hohl-lhohl@indianastatefair.com
0%	List of promotional items being shipped for on-site storage to ISF	5-Jun-17	Work with FOC and Area employees and OUPS to create this. Requested volunteers via event employee registration.		ISF- Lindsey Hohl-lhohl@indianastatefair.com
0%	Promotional item delivery date to ISF (signage, booths, promos, and etc.)	26-Jun-17			ISF- Lindsey Hohl-lhohl@indianastatefair.com

Misc.					
% done	Phase	Due By	Notes	Update	Contact
0%	Photographers and Videographers	1-Jul-17	Develop play books on what we want these folks to cover. Schedule meeting to review this with media team.		Graphics Supervisor- Bob George Video- Mike Spieldenner Photo- Byron Mack and Mark Oberst
0%	PR for event	1-Jul-17	Work with Jamal Khiery to get PR for the event.		Public Affairs- Jamal Khiery
0%	Game book	1-Jul-17	Create game book for the entire event.		

Attachment F

Indiana State Fair Sponsorship

Description	Quantity	Cost (each)	Total Cost
Fair Sponsorship	1	\$ 35,000.00	\$ 35,000.00
811 Boulevard			
8-1-1 Feather Flags	12	\$ 161.05	\$ 1,932.60
Pole Kits for Flags	12	\$ 73.33	\$ 879.96
Water Bags for Flags	2	\$ 51.35	\$ 102.70
8-1-1 Cement Decals	10	\$ 632.00	\$ 6,320.00
8-1-1 Water Bottles	3750	\$ 1.43	\$ 5,362.50
8-1-1 Fun Spinners	3750	\$ 1.38	\$ 5,175.00
8-1-1 Mini Fans	2750	\$ 1.40	\$ 3,850.00
8-1-1 Foam Squirt Cannon	5500	\$ 1.70	\$ 9,350.00
8-1-1 T-Shirts- Small	204	\$ 3.31	\$ 675.24
8-1-1 T-Shirts- Medium	912	\$ 3.31	\$ 3,018.72
8-1-1 T-Shirts- Large	2592	\$ 3.31	\$ 8,579.52
8-1-1 T-Shirts- XL	2380	\$ 3.31	\$ 7,877.80
8-1-1 T-Shirts- XXL	772	\$ 5.61	\$ 4,330.92
8-1-1 T-Shirts- XXXL	140	\$ 7.54	\$ 1,055.60
Tent Rental W/Assembly (10X20)	4	\$ 219.00	\$ 876.00
Table Rental	12	\$ 25.00	\$ 300.00
Chair Rental	8	\$ 4.00	\$ 32.00
8-1-1 Hats (Fair Staff)	500	\$ 4.00	\$ 2,000.00
OVERALL TOAL			\$ 96,718.56



Quote Number: 13425468
Quote Date: 05/30/2017
Expiration Date: 06/29/2017
Project: FAIR ITEMS - 1ST ORDER
Prepared For: ABBEY WILL
Email: amwill@marathonpetroleum.com
Phone: (855) 530-0728
Provided By: KATIE RAUSCH
Email: Katie.Rausch@Staples.com
Phone: (712) 737-0860 x70860

Shipping Address

To Be Determined

Shipping Method

To Be Determined

Order Quantity	Item	Description	Decoration	Price
3750	001	30 OZ POLY CLEAR GRIPPER BOTTLE Color: ASSORTED		\$1.430 EA
				\$5,362.50 Item total without shipping or tax
		QTY 1875 IN GREEN QTY 1875 IN PURPLE PRICE INCLUDES 811 LOGO IN WHITE		

Order Quantity	Item	Description	Decoration	Price
3750	002	FUN SPINNER Color: ORANGE BASE, NEON GREEN CENTER		\$1.380 EA
				\$5,175.00 Item total without shipping or tax
		ORANGE BASE, NEON GREEN CENTER PRICE INCLUDES 811 LOGO IN BLACK		

Order Quantity	Item	Description	Decoration	Price
2750	003	MINI FAN Color: SILVER		\$1.400 EA
				\$3,850.00

Item total
without
shipping
or tax

COLOR - SILVER
PRICE INCLUDES 811 LOGO IN BLACK

Order Quantity	Item	Description	Decoration	Price
5500	004	FOAM SQUIRT CANNON Color: BLUE/YELLOW		\$1.700 EA
				\$9,350.00 Item total without shipping or tax

COLOR - BLUE/YELLOW
PRICE INCLUDES 811 OR MPL LOGO IN WHITE. IMPRINT AREA IS 1 1/8" Diam

Order Quantity	Item	Description	Decoration	Price
51	005	JERZEES DRI POWER 50/50 T SHIRT Color: NEON YELLOW Size: ADULT-S		\$3.310 EA
228	005	JERZEES DRI POWER 50/50 T SHIRT Color: NEON YELLOW Size: ADULT-M		\$3.310 EA
648	005	JERZEES DRI POWER 50/50 T SHIRT Color: NEON YELLOW Size: ADULT-L		\$3.310 EA
595	005	JERZEES DRI POWER 50/50 T SHIRT Color: NEON YELLOW Size: ADULT-XL		\$3.310 EA
193	005	JERZEES DRI POWER 50/50 T SHIRT Color: NEON YELLOW Size: ADULT-2X		\$5.610 EA
35	005	JERZEES DRI POWER 50/50 T SHIRT Color: NEON YELLOW Size: ADULT-3X		\$7.540 EA
				\$6,384.45 Item total without shipping or tax

51	006	JERZEES DRI POWER 50/50 T SHIRT Color: NEON PINK Size: ADULT-S		\$3.310 EA
228	006	JERZEES DRI POWER 50/50 T SHIRT Color: NEON PINK Size: ADULT-M		\$3.310 EA
648	006	JERZEES DRI POWER 50/50 T SHIRT Color: NEON PINK Size: ADULT-L		\$3.310 EA
595	006	JERZEES DRI POWER 50/50 T SHIRT Color: NEON PINK Size: ADULT-XL		\$3.310 EA
193	006	JERZEES DRI POWER 50/50 T SHIRT Color: NEON PINK Size: ADULT-2X		\$5.610 EA
35	006			\$7.540 EA

		JERZEES DRI POWER 50/50 T SHIRT Color: NEON PINK Size: ADULT-3X	\$6,384.45	Item total without shipping or tax
51	007	JERZEES DRI POWER 50/50 T SHIRT Color: SCUBA BLUE Size: ADULT-S	\$3.310	EA
228	007	JERZEES DRI POWER 50/50 T SHIRT Color: SCUBA BLUE Size: ADULT-M	\$3.310	EA
648	007	JERZEES DRI POWER 50/50 T SHIRT Color: SCUBA BLUE Size: ADULT-L	\$3.310	EA
595	007	JERZEES DRI POWER 50/50 T SHIRT Color: SCUBA BLUE Size: ADULT-XL	\$3.310	EA
193	007	JERZEES DRI POWER 50/50 T SHIRT Color: SCUBA BLUE Size: ADULT-2X	\$5.610	EA
35	007	JERZEES DRI POWER 50/50 T SHIRT Color: SCUBA BLUE Size: ADULT-3X	\$7.540	EA
			\$6,384.45	Item total without shipping or tax
51	008	JERZEES DRI POWER 50/50 T SHIRT Color: SAFETY ORANGE Size: ADULT-S	\$3.310	EA
228	008	JERZEES DRI POWER 50/50 T SHIRT Color: SAFETY ORANGE Size: ADULT-M	\$3.310	EA
648	008	JERZEES DRI POWER 50/50 T SHIRT Color: SAFETY ORANGE Size: ADULT-L	\$3.310	EA
595	008	JERZEES DRI POWER 50/50 T SHIRT Color: SAFETY ORANGE Size: ADULT-XL	\$3.310	EA
193	008	JERZEES DRI POWER 50/50 T SHIRT Color: SAFETY ORANGE Size: ADULT-2X	\$5.610	EA
35	008	JERZEES DRI POWER 50/50 T SHIRT Color: SAFETY ORANGE Size: ADULT-3X	\$7.540	EA
			\$6,384.45	Item total without shipping or tax

COLORS: NEON PINK, NEON YELLOW, SCUBA BLUE, AND SAFETY ORANGE
PRICE INLCUDES 2 COLOR LOGO ON THE FRONT AND 1 COLOR LOGO ON THE
BACK

- Final shipping amount will be added to your order if applicable.
- Your order may be sent in separate shipments.

Terms and Conditions for STAPLES PROMOTIONAL PRODUCTS

The above pricing is valid for 30 days unless otherwise stated above. Terms are Net 30; no discounts. Pricing does not include freight, taxes or duties and is subject to review upon receipt of your high resolution artwork. If necessary, art charges may be incurred and invoiced at \$45.00 per hour. Production time is based upon receipt of order, artwork and after the approval of pre-production samples and/or virtual proof.

A 10% overage/underage is acceptable and will be considered as completion of order and invoiced accordingly. We require purchase orders for orders over \$1000. Where applicable, your corporate purchasing policy will prevail. Due to the custom nature of your order, returns will not be accepted unless prior written approval is received from Staples Promotional Products.

Thank you for the opportunity!

Attachment H



Quote Number: 13526187
Quote Date: 06/20/2017
Expiration Date: 07/15/2017
Project: FEATHER FLAGS
Prepared For: ABBEY WILL
Email: amwill@marathonpetroleum.com
Phone: (855) 530-0728
Provided By: KATIE RAUSCH
Email: Katie.Rausch@Staples.com
Phone: (712) 737-0860 x70860

Shipping Address

To Be Determined

Shipping Method

To Be Determined

Order Quantity	Item	Description	Decoration	Price
12	001	LARGE 36"X182" BLADE FLAGS - DOUBLED SID		\$161.050 EA
				\$1,932.60 Item total without shipping or tax
<p>Large (36' x 182') blade flags - double sided Unlimited colors and no set up fee - all flags must be the same background color and art design to get price break Production time is 5 business days after proof approval</p>				

Order Quantity	Item	Description	Decoration	Price
12	002	POLE KITS/GROUND SPIKE & TRAVEL BAG		\$73.330 EA
				\$879.96 Item total without shipping or tax
<p>Premium pole kits for blade flags with ground spike and travel bag</p>				

Order Quantity	Item	Description	Decoration	Price
2	003	SPIDER BASE WITH WATER BAG Color: NA		\$51.350 EA
				\$102.70 Item total without

Attachment H

shipping
or tax

- Final shipping amount will be added to your order if applicable.
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A 10% overage/underage is acceptable and will be considered as completion of order and invoiced accordingly. We require purchase orders for orders over \$1000. Where applicable, your corporate purchasing policy will prevail. Due to the custom nature of your order, returns will not be accepted unless prior written approval is received from Staples Promotional Products.

Thank you for the opportunity!

**Know
what's
below.**



**before
you
dig.**

**Know
what's
below.**



**before
you
dig.**



Attachment k



**Know what's below.
Call before you dig.**