

AMENDMENT #2
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 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 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. Electronically Signed by:

By: *Laura T. Raish*
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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.

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