

AMENDMENT #2
CONTRACT #0000000000000000000030148

This is an Amendment to the Contract (the "Contract previously identified as EDS # A75-7-17-005 entered into by and between the Indiana Utility Regulatory Commission (the "State") and 360Water Inc (the "Contractor") approved by the last State signatory on November 11, 2017.

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

1. **Paragraph 1, Duties of Contractor**, shall now read:

For the period of February 23, 2017 through August 31, 2017, the Contractor shall provide the services relative to this Contract as outlined in **Exhibit A**, hereby attached and incorporated by reference.

For the period of September 1, 2017 through February 1, 2019, the Contractor shall provide the services relative to this Contract as outlined in **Exhibit A1**, hereby attached and incorporated by reference.

For the period of January 1, 2019 through December 31, 2019, the Contractor shall provide the services relative to this Contract as outlined in **Exhibit A2**, hereby attached and incorporated by reference.

2. **Paragraph 2, Consideration**, shall now read:

Total remuneration under this Contract shall not exceed \$ 227,954.00, as outlined in **Exhibit B2**, hereby attached and incorporated by reference.

3. The Contract is amended by adding the following:

A. Minority and Women's Business Enterprises Compliance.

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

B. Indiana Veteran Owned Small Business Enterprises Compliance.

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.

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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 Amendment 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://hr.gmis.in.gov/psp/paprd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

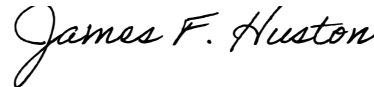
360Water Inc

Indiana Utility Regulatory Commission

By:



By:



Title:

VP-Operations

Title: Chairman

Date:

12-12-2018

Date:

1-18-19

<p>Electronically Approved by: (if applicable) Indiana Office of Technology</p> <p>By: _____ (for) Deward Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>

Exhibit A2
Duties of Contractor

I. Scope of Work Generally

Overview. Contractor shall use its experience with adult learning to script and storyboard training sections and modules with a Commission-approved subject matter expert to ensure efficient learning. The Commission will review, edit, and approve all scripts and storyboards before section creation.

Content review and milestones. The Commission will review content created by Contractor at regular intervals, or at minimum after each section of a module is created and must approve the content before Contractor may work on the next section. The Commission must give prior approval before a module may be published online.

Timeline and Milestones	
Module 5	
Rough outline	Due February 1, 2019
Scripting of module	Due February 28, 2019
IURC review	Due March 31, 2019
Rewrites and final edits	Due May 31, 2019
Final approval by IURC	Due June 15, 2019
Filming / animation, final creation of modules and live on website	Due July 31, 2019
Module 6	
Rough outline	Due May 1, 2019
Scripting of module	Due June 1, 2019
IURC review	Due August 1, 2019
Rewrites and final edits	Due September 1, 2019
Final approval by IURC	Due September 15, 2019
Filming / animation, final creation of modules and live on website	Due October 31, 2019
Edits and Updates	
In person or phone meeting to discuss legislative and other changes to prior modules	Late May or Early June 2019
Edits and updates to prior modules as mutually agreed by the parties	Due December 31, 2019

A completion date of October 31, 2019, for the modules is contingent upon timely work product provided by the appropriate subject matter experts. Contractor agrees to notify the IURC timely if it cannot receive the information it needs from the appropriate subject matter experts.

Contractor shall schedule phone calls to occur the first Wednesday of every month or as mutually agreed by the parties. During the call, the parties will review the status of the project compared to the timeline above and make modifications to the timeline as mutually agreed. The Commission's Underground Plant Protection Account Program Manager shall email any updates to the timeline to Contractor within one week from the call.

Graphics. All training sessions will be created by using video, animation, and/or animated text with voice over unless otherwise approved by the Commission.

Information Technology. The UPPA Training System shall be operating system independent; all training shall be similarly functional on Mac and PC desktop and Android and Apple mobile platforms. The content shall auto-scale to fit different devices. Contractor shall arrange content hosting. If Contractor hosts content on YouTube, Vimeo or any other video sharing platform, it

shall provide the information necessary for content to be moved from Vimeo to the State of Indiana server.

Messaging. The UPPA Training System shall keep a log of email addresses for users that have taken each training module. Contractor shall provide follow-up messaging upon request of the Commission; for example, if a particular law or practice changes, the Commission may direct Contractor to contact users who completed the initial training to offer training on the new areas of compliance.

Metrics. The website shall capture metrics as listed below in Paragraph III, Metrics.

Modules. The modules shall be intuitive, online, and freely available through an access portal. Content shall be no more than fifteen (15) minutes each, not including the test at the end of the module. In addition, the modules shall be available through a medium that can be mailed such as DVDs or USB drives. Modules shall be created in a way that anticipates adding additional or modified content and sections in those modules and adding new modules in the future.

Surveys. 360water will add an online user survey inside the course programming at <https://safedigindiana.com/>. Users will complete a course, complete a course test, and complete a survey, in that order. Survey completion will be mandatory. Data tables will collect the survey responses so that the IURC can review and analyze important user feedback.

Testing. Each section of a module must contain testing to assure the user understands the material. Any incorrect answers submitted shall direct the user to the appropriate law/best practice with the correct information before continuing to the next question. A proficiency of 100% shall be required before a user may pass the section. Ultimately, all users shall answer the same questions with the same test answers. Questions and answers shall be randomized so that users shall see questions and answers in a different order than other users. Also, when a user answers a question incorrectly, the user will retake the question with the answers randomized again. Once each main topic is successfully completed, the UPPA Training System shall provide the user a certificate of completion that can be saved or printed. Upon request, Contractor shall create paper testing materials to accompany DVD/USB drive training.

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

II. UPPA Training System Modules Outline

The following modules may be modified during development and storyboarding. The module outlines below are to be a starting point for development.

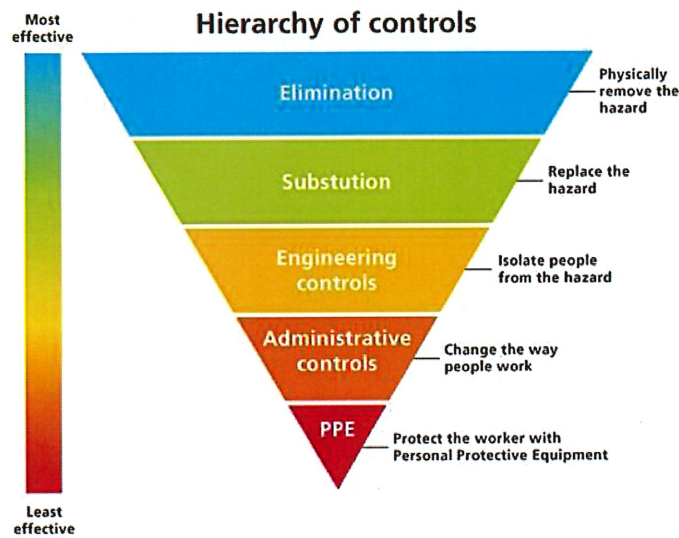
Module 5: Dangers of Utilities

- Natural Gas
 - Safe, until it isn't
 - History of fires/explosions
 - Boston, San Bruno, Lafayette, Camby, possible others
 - Combustible range of air-fuel mixture
 - Free venting damages/response
 - Directional boring damages/response
 - Soil stripping mercaptan
 - Sewer lines
 - Explosion– rapid expansion demonstration

- Electricity
 - Damaging an underground cable – high tension versus low tension
 - Fires and explosions
 - Risk of electrocution
- Water/Sewer
 - Drowning Risk – flooding a work trench
 - Injection injury
 - Flood damage to property
- Telecom
 - Hospital data networks
 - 911 services

Module 6: Improving your safety culture (SMS Basics)

- Determine Your Current Safety Culture
- Hierarchy of Controls – the importance of administrative controls/why administrative controls are important, but often the last control implemented.



- Introduction to Basic Safety Management Systems
 - What is SMS (simplified)
 - Why/how it works/how it differs from “just being safe”
- The importance of management buy-in
- The importance of field employee buy-in

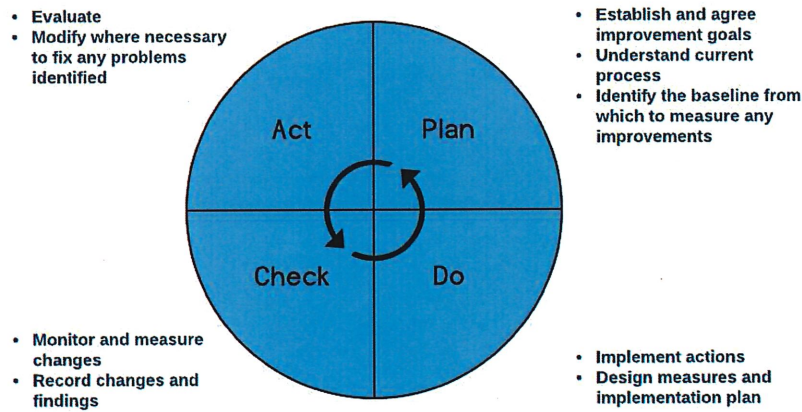
- Leading versus lagging indicators – what near misses are trying to teach you, error precursors

Error Precursors

short list

Task Demands	Individual Capabilities
• Time pressure (in a hurry)	• Unfamiliarity w/ task / First time
• High Workload (memory requirements)	• Lack of knowledge (mental model)
• Simultaneous, multiple tasks	• New technique not used before
• Repetitive actions, monotonous	• Imprecise communication habits
• Irrecoverable acts	• Lack of proficiency / Inexperience
• Interpretation requirements	• Indistinct problem-solving skills
• Unclear goals, roles, & responsibilities	• "Hazardous" attitude for critical task
• Lack of or unclear standards	• Illness / Fatigue
Work Environment	Human Nature
• Distractions / Interruptions	• Stress (limits attention)
• Changes / Departures from routine	• Habit patterns
• Confusing displays or controls	• Assumptions (inaccurate mental picture)
• Workarounds / OOS instruments	• Complacency / Overconfidence
• Hidden system response	• Mindset ("tuned" to see)
• Unexpected equipment conditions	• Inaccurate risk perception (Pollyanna)
• Lack of alternative indication	• Mental shortcuts (biases)
• Personality conflicts	• Limited short-term memory

- Plan, Do, Check, Act circle – continuous improvement



III. Metrics

Contractor shall capture metrics which shall include the following:

- Number of participants
- User email addresses
- Whether the excavator was a professional or a homeowner
- Company name
- Company type
- County where home office is located
- Company size, broken into ranges
- User age, broken into ranges
- User gender
- User level of education
- Level of excavation experience, broken into year ranges
- Testing results
- How the user heard about the UPPA Training System

- A searchable database of testing results and user information that can be exported
- Number of visits to the website and each module broken down by PC and mobile use
- Any additional metrics as provided in writing by the Commission

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

IV. Ongoing Maintenance and Support

1. Server Maintenance. Install software updates to the website to maintain current browser standards.
2. Backups. Perform backups of the database to record user activity. Perform backups of the server to record code applications. Perform backups of courseware to record course content, video, text, graphics, media, dynamic objects, and images. Backups are performed every 24 hours.

V. Use of Subcontractors

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

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

Subcontractors may be used subject to the following limitations:

1. The Commission shall pre-approve the selection of subcontractors prior to the Contractor signing a contract or otherwise officially hiring the subcontractors.
2. All subcontractors must be registered with the Indiana Secretary of State to do business in Indiana. Ideally, subcontractors shall be based in Indiana.
3. The Commission shall pre-approve the contract or hiring agreement between the contractor and subcontractor prior to contractor signing it. The contract or hiring agreement at minimum must include the following:
 - a. A Termination for Convenience clause substantially similar to Clause 44 of this Contract.
 - b. A clear scope of work.
 - c. Clear pricing with a price cap.
 - d. A clause that holds the State of Indiana harmless for work completed under the scope of the subcontract.

VI. Deliverables

1. Modules 5 and 6 as explained in detail in Paragraph II, UPPA Training System Modules Outline.
2. Metrics as explained in detail in Paragraph III, Metrics.
3. Hosting of the UPPA Training System.
4. Ongoing maintenance and support as explained in detail in Paragraph IV, Ongoing Maintenance and Support.
5. Follow up surveys of users by Contractor, as requested.

VII. Outside of Scope

The Contract does not currently require any of the deliverables below. The Contract may be amended in the future to expand the scope of the project, which may include the following:

1. Modules not listed in Paragraph II, UPPA Training System Modules Outline.
2. A "safe digger" or similar certification for those who complete the entire training program.
3. Marketing services.

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**Exhibit B2
Consideration**

Total remuneration under this Contract shall not exceed \$227,954.00.

Actors	Up to \$6,650
Equipment	\$200
Maintenance and Support	\$12,000
Personnel Hourly Costs	Up to \$98,135
Subject Matter Experts	Up to \$35,000
Surveys	Up to \$3,000
Travel	Up to \$2,400
Other Costs	\$70,569
Total Costs	Up to \$227,954.00

Actors

Actor Type	Hourly Rate	Anticipated Project Hours	Total Cost
Actor	Up to \$100 per hour for speaking roles, up to \$50 per hour for non-speaking	70	Up to \$5,150
Voice over Actor	Up to \$50 per hour	30	Up to \$1,500
Subtotal			\$6,650

Equipment

Equipment	Total Cost
2TB external Hard drives for file retention and transfer to IURC upon project completion, other file storage related costs	\$200
Subtotal	\$200

Maintenance and Support

Year	Rate for All-Inclusive, Fixed Prices for Annual Maintenance and support
2017	\$4,000
2018	\$4,000
2019	\$4,000
Total	\$12,000

If the state wishes to receive maintenance and support in 2020, the contract shall be amended to add it at the same rate paid in 2017, 2018, and 2019.

Personnel Hourly Costs

Name	Position Title	Hourly Wage Rate per Position
Laura T. Raish	Project Administrator	\$95
Todd Raish	Project Administrator	\$95
Gordon Baugh	Project Manager	\$80
Sean Kegel	Technology Manager	\$65
Hollis Davis	Senior Writer	\$45
Shivan Barwari	Writer	\$40
Subtotal		Up to \$98,135

Subject Matter Experts

Name	Subject Matter	Hourly Rate	Anticipated Project Hours	Anticipated Travel Costs	Total Cost
Baker Peterson	Excavation Damages	\$50	120	\$1,000	Up to \$7,000

Additional approved vendor(s)	To be determined	\$50	360	\$3,000	Up to \$28,000
Subtotal					Up to \$35,000

Surveys of Users

Surveys	Total Cost
User Surveys	Up to \$ 3,000
Subtotal	Up to \$ 3,000

Travel

Travel Description	Total Cost
6 trips Digital Capture – Columbus to Indianapolis round Trip Driving	\$1,200
1 trip Project Kickoff – Columbus to Indianapolis round Trip Driving	\$200
1 trip Train the trainer – Columbus to Indianapolis round Trip Driving	\$200
Up to 4 trips to IURC – Face to face status report & update	Up to \$800
Subtotal	Up to \$2,400

Other Costs

Deliverable	Total Cost
Internal Support: help desk support; 30 days	\$4,000
10 extra hours monthly support for life of contract (36 months)	\$6,000
Ongoing support; life of contract (5 hours/month for 36 months)	\$1,800
Rackspace Cloud Server cost	\$1,000
Code & operating system setup	\$17,000
Website graphics	\$40,769
Subtotal	\$70,569

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Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	M220610	Becerra,Mary	01/24/2019 9:33:30AM	Agency Fiscal Approval
2	F318529	Baker, Frank	01/25/2019 10:34:52AM	IOT Approval
3	R224315	Paglia, Robert	01/25/2019 4:35:51PM	IOT Approval
4	S004382	Redding, Sandra D	02/11/2019 9:43:35AM	IDOA Legal Approval
5	D304465	Joyce, Danielle M	02/20/2019 2:00:19PM	SBA Approval
6	M338811	Skarbeck, Molly H	02/20/2019 2:15:56PM	Attorney General Approval
7	J000953	Schmidt, James F	03/13/2019 10:59:35AM	Attorney General Approval