

AMENDMENT #1
CONTRACT #0000000000000000000040712

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Utility Regulatory Commission (the "State") and Energy Technologies LLC (the "Contractor") approved by the last State signatory on February 25, 2020.

WHEREAS, Paragraph 13 of this Contract, Continuity of Services, provides that the Contractor shall "[f]urnish phase-in training" and "be reimbursed for all reasonable phase-in, phase-out costs;"

WHEREAS, the IURC wants to continue using the website developed by the Contractor; and

WHEREAS, the IURC needs training to use the website; and

WHEREAS the IURC wants the data and contacts the Contractor compiled under this Contract;

NOW, THEREFORE, 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 March 1, 2020 through February 28, 2021, 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 March 1, 2021 through June 1, 2021, the Contractor shall provide the services relative to this contract as outlined in **Exhibit A1**, hereby attached and incorporated by reference.

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

Total remuneration under the Contract is not to exceed \$141,550, as outlined in **Exhibit B**, hereby attached and incorporated by reference.

3. **Paragraph 3, Term**, shall now read:

The Contract shall commence on March 1, 2020 and shall remain in effect through June 1, 2021.

4. 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.

Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

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

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

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

Energy Technologies LLC

By: *Austin Woodard*
FAD166AB478849F...

Title: Director of Production

Date: 2/22/2021 | 11:15 EST

Indiana Utility Regulatory Commission

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

Title: Chairman

Date: 2/22/2021 | 17:09 EST

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

Exhibit A1 – Duties of Contractor

Enertech will complete the tasks below. Note that "IURC Staff" refers to an IURC employee, an IURC contractor, or staff or a contractor for the Indiana Office of Technology. The IURC will be responsible for providing the correct person(s) and contact information to Enertech, as needed.

1. Upon request from IURC Staff, host www.IndianaSafetyDay.com (the "Safety Day Website") through March 31, 2021.
2. Provide to IURC Staff the information necessary for the IURC Staff to transition hosting and domain ownership of the Safety Day Website to the IURC or its contractor or agent. Enertech will assist with the transition, if needed.
3. Modify the website at www.IndianaSafetyDay.com/contact/ as follows:
 - a. Direct users to the IURC's training page at <https://www.in.gov/iurc/3075.htm>.
 - b. Remove Enertech's contact information.
 - c. Provide the IURC's contact information as follows:

Darby Miller
Underground Plant Protection Program Manager
Phone: (317) 234-5157
Email: DarbMiller@urc.in.gov
4. Train IURC Staff to add content to the main page of the Safety Day Website, including text, graphics, and hyperlinks so that new training opportunities can be listed here until the content is migrated to www.SafeDigIndiana.com (the "Training Website").
5. Train IURC Staff to redirect the Safety Day Website to the Training Website. The redirect likely will not happen until mid-2021.
6. Provide in a Microsoft Excel spreadsheet all contact information collected related to the Contract, including, but not limited to, lists of emergency responders, public officials, and excavators. This includes information collected by Enertech when it developed the invitation list and information collected via the Safety Day Website.
7. Provide in a Microsoft Excel spreadsheet all contact information and other information collected as part of selecting venues and caterers for the Contract.
8. Provide the text, in a Microsoft Word file, and graphics for the following pages:
 - a. www.IndianaSafetyDay.com/about/
 - b. www.IndianaSafetyDay.com/emergency-responders/
 - c. www.IndianaSafetyDay.com/excavators-contractors/
 - d. www.IndianaSafetyDay.com/public-officials/

	Deliverable	Due Date
1	Host the Safety Day Website.	March 1, 2021
2	Provide to IURC Staff the information to transition hosting and domain ownership of the Safety Day Website and assist with the transition, if needed.	March 1, 2021
3	Modify the website at www.IndianaSafetyDay.com/contact/ to (a) direct users to the IURC's training page, (b) remove contact information for Enertech, and (c) provide contact information for the IURC.	March 12, 2021
4	Train IURC Staff to add content to the main page of the Safety Day Website.	March 26, 2021
5	Train IURC Staff to redirect the Safety Day Website to the Training Website.	By June 1, 2021 or sooner if requested by IURC Staff
6	Provide a database of emergency responders, public officials, and excavators.	April 5, 2021
7	Provide a database of venues and caterers.	April 5, 2021
8	Provide the text and graphics for (a) www.IndianaSafetyDay.com/about , (b) www.IndianaSafetyDay.com/emergency-responders , (c) www.IndianaSafetyDay.com/excavators-contractors and (d) www.IndianaSafetyDay.com/public-officials .	May 1, 2021

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Exhibit B – Consideration

Total remuneration under this Contract shall not exceed **\$141,550.00**.

Deliverable	Quantity	Price Per Item	Possible Cost
Safety Day training sessions	Up to 7	\$20,000.00	Up to \$140,000.00
Hourly work	Up to 12	\$125.00	Up to \$1,500.00
Website hosting	Up to 1	\$50.00	Up to \$50.00
Total Remuneration			Up to \$141,550.00

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State of Indiana Electronic Approvals

Contract ID 0000000000000040712 Type Amendment Amendment 1 Amount 141550.000

Start Date 03/01/2020 End Date 06/01/2021

Agency Utility Reg Commission

Supplier ENERGY TECHNOLOGIES LLC

Zip Code 67213

	Approver	Agency	Date / Time Approved
1	Schneider,Mary	Agency Fiscal Approval	02/25/2021 11:39:17.000000AM
2	Redding,Sandra D	IDOA Legal Approval	03/01/2021 9:19:32.000000AM
3	Pulley,Natasha Nichole	SBA Approval	03/01/2021 2:23:50.000000PM
4	Leisher,Jean M	Attorney General Approval	03/01/2021 2:27:53.000000PM
5	Miller,Kurt Harrison	Attorney General Approval	03/03/2021 1:04:21.000000PM

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