

AMENDMENT 2

Change the first paragraph of **SECTION 2, CONTRACT PERIOD AND DEFINITIONS** to read as follows:

This Agreement shall commence on January 1, 2006 and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than December 31, 2009 (hereinafter "end date").

Change the last paragraph of **SECTION 4, SPECIFICATION OF SERVICES** to read as follows:

During the amended contract period, Contractor shall continue to provide task 1—13. In addition, the Contractor shall prepare, issue and procure all necessary newspaper, media advertising, and other public outreach relating to CEAB functions, ~~including the annual State Energy Plan. The CEAB has allocated in its proposed 2006 budget an amount totaling \$20,000, and has allocated in its proposed 2007 budget an amount totaling \$35,200 to cover these additional out of pocket expenses.~~ The CONTRACTOR shall incur such expenses, subject to pre-authorization by the CEAB, and be entitled to reimbursement for actual expenses.

Change the first and second paragraphs of **SECTION 5, COST AND SCHEDULE OF PAYMENTS** to read as follows:

The STATE shall pay the CONTRACTOR a total sum not to exceed FOUR HUNDRED NINETY FOUR THOUSAND EIGHT HUNDRED FIFTY dollars (\$494,850) for services performed under this Agreement.

Of this total amount, \$20,000 in 2006 and \$35,200 in 2007 and \$35,000 in both 2008 and 2009 is specifically allocated to cover the costs incurred for all out-of pocket expenses including necessary newspaper, media advertising, and other public outreach relating to CEAB functions, including the annual State Energy Plan noted in the Section 4 of this Agreement. Contractor shall separately invoice for these expenses.

Change the last paragraph of **SECTION 5, COST AND SCHEDULE OF PAYMENTS** to read as follows:

The State shall assume no liability for payment for services under the terms of this agreement until the Contractor is notified that the Agreement has been accepted by the contracting agency, and if applicable, approved by OPM, the Department of Administrative Services and/or by the Attorney General of the State. Furthermore, as a condition precedent, the State shall assume no liability for payment for services and/or the terms of this agreement until such time that the Department of Public Utility Control approves the 2006 budget for the CEAB. Furthermore, as a condition precedent, the State shall assume no liability for payment for services and/or the terms of this Agreement until such time that the Department of Public Utility Control approves the 2006, 2007, 2008 and 2009 ~~and 2007~~ budgets respectively for the CEAB.