



CHRISTOPHER T. SUNUNU
GOVERNOR

**STATE OF NEW HAMPSHIRE
OFFICE OF STRATEGIC INITIATIVES**

107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615

21 (B) sqw

**DIVISION OF PLANNING
DIVISION OF ENERGY**
www.nh.gov/osi

January 22, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Office of Strategic Initiatives (OSI) to amend the **SOLE SOURCE** Contract Agreement (Contract #1058098) with Smart Energy Use, LLC. (VC #276441), Meredith, NH, by increasing the contract amount by \$7,000.00 from \$9,500.00 to \$16,500.00 for professional services to mentor and train New Hampshire personnel associated with the Community Action Agencies of New Hampshire and their Weatherization Assistance Programs, effective upon approval of Governor and Executive Council, through June 30, 2018. This contract was originally approved by the Director of Strategic Initiatives on September 6, 2017. 100% Federal Funds.

<u>Office of Strategic Initiatives, Low Income Weatherization</u>	<u>FY 2018</u>
01-02-02-024010-77060000	
102-500731 Contracts for Program Services	\$7,000.00

EXPLANATION

The Office of Strategic Initiatives originally contracted with Smart Energy Use, LLC, for \$9,500.00 on September 6, 2017, to provide services through June 30, 2018. OSI has since determined that more work is needed to improve the on-the-ground knowledge, skills and abilities of New Hampshire's Weatherization Assistance Program (WAP) personnel and would like to enter into a **SOLE SOURCE** amendment with this vendor to increase the amount of the original contract by \$7,000.00 in order to increase the services to be provided by this vendor in the same time-frame, through June 30, 2018. Charles Prausa, owner of Smart Energy Use, LLC, is the only trainer in New Hampshire possessing both the US Department of Energy's Quality Control Inspector credential and familiarity with the particular requirements of weatherization training and mentoring. Mr. Prausa has both classroom and field experience in providing appropriate instruction to home energy auditors and inspectors and, in some situations, installers.

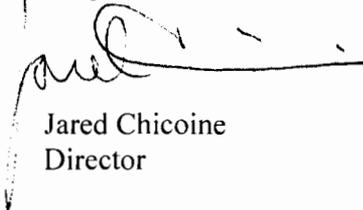
Smart Energy Use, LLC, has provided excellent service under the original contract and OSI is very comfortable requesting this contract amendment to allow Smart Energy Use, LLC, to continue the work of improving the on-the-ground knowledge, skills, and abilities of New Hampshire's WAP personnel in conjunction with the U.S. Department of Energy's national Weatherization Assistance Program. These same trained professional personnel also provide services to the low income Home Energy Assistance (HEA) program managed by the New Hampshire electric and gas utilities for the New Hampshire Public Utilities Commission. Both Programs will benefit from this contract amendment.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
January 22, 2018
Page 2 of 2

Additional training and mentoring of New Hampshire personnel associated with the Community Action Agencies of New Hampshire, as a result of this amendment, does not change the original Scope of Services.

In the event Federal Funds are no longer available, General Funds will not be requested to support this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jared Chicoine", is written over a horizontal line. The signature is cursive and somewhat stylized.

Jared Chicoine
Director

NH OFFICE OF STRATEGIC INITIATIVES

SUBJECT: CONTRACT WITH SMART ENERGY USE, LLC
CHARLES PRAUSA, OWNER

AMENDMENT

This Amendment, dated January 2, 2018, is between the State of New Hampshire, Office of Strategic Initiatives, 107 Pleasant Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Smart Energy Use, LLC, Charles Prausa, Owner (hereinafter the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1058098, the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

WHEREAS, the State and the Contractor have agreed to amend the Agreement in certain respects,

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Agreement as set forth herein, the parties agree to the following:

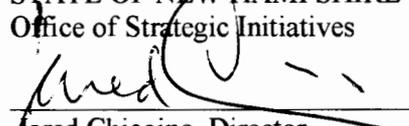
1. **Amendment and Modification of Agreement.** The Agreement is amended and modified as follows:
 - a. Amend Contract Price Limitation by striking the current contract Price Limitation of \$9,500.00, and inserting \$16,500.00 wherever it occurs.
 - b. Remove Exhibit B (Budget) and replace with Exhibit B-1(Budget)
2. **Continuance of Agreement.** Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date written below.

STATE OF NEW HAMPSHIRE

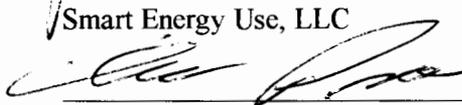
Office of Strategic Initiatives


Jared Chicoine, Director

Date:

11/19/18

Smart Energy Use, LLC


Name: Charles Prausa

Title: Owner

Date:

1-16-18

NH OFFICE OF STRATEGIC INITIATIVES

SUBJECT: CONTRACT WITH SMART ENERGY USE, LLC
CHARLES PRAUSA, OWNER

AMENDMENT

Acknowledgement of Contractor's signature:

STATE OF NH

County of Merrimack

On this the 16th day of January, 2018 before me the undersigned officer, personally appeared the person identified directly above, or satisfactorily proved to be the person whose name is signed above, and acknowledged that he executed this document in the capacity indicated above.

Brooke LaRoche
Signature of Notary Public or Justice of the Peace

Brooke LaRoche Reception
Name and Title of Notary or Justice of the Peace



My Commission Expires: 12/20/22

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Gordon Lundrigan Date: 1/22/18
Name: Gordon Lundrigan
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting).

OFFICE OF THE SECRETARY OF STATE

Name: _____ Date: _____
Title: _____

Amendment – Page 2 of 2
Contractor Initials CP
Date 1-18-18

EXHIBIT B-1 (Amendment)

CONTRACT PRICE, TERMS, AND METHODS OF PAYMENT

In consideration of the satisfactory performance of the services described in Exhibit A, as determined by the NH Office of Strategic Initiatives (OSI), OSI agrees to pay Contractor Smart Energy Use, LLC, an amount not to exceed \$16,500.00 (sixteen thousand five hundred dollars).

Contractor will bill OSI at a rate not to exceed \$60.00 per hour. Contractor will submit invoices documenting the number of hours worked and the total amount due. Invoices will also include receipts for other project expenses, including a travel log indicating the mileage driven.

The estimated budget for this project is the following:

20 hours of consultation with OSI WAP Manager @ \$60.00/hr	\$1,200.00
85 hours of preparation for mentoring / training @ \$60.00/hr	\$5,100.00
140 hours spent providing mentoring / training to target audiences, including travel time @ \$60.00/hr	\$8,400.00
Mileage: 2,056 miles @ \$.535/mile (federal rate calendar 2017)	\$1,100.00
Mileage: 1,284 miles @ \$.545/mile (federal rate calendar 2018)	\$ 700.00
Not to exceed a total of:	\$16,500.00

Expenses will be paid by OSI to Contractor on a reimbursement basis, with appropriate documentation. Expense receipts and travel logs must be submitted for reimbursement after the expense has been incurred. One or multiple invoices may be submitted over the course of the contract period, but no more frequently than monthly. OSI will provide payment within 30 days of receipt of an approved invoice from Contractor.

Contractor initials: 
Date: 1-15-18

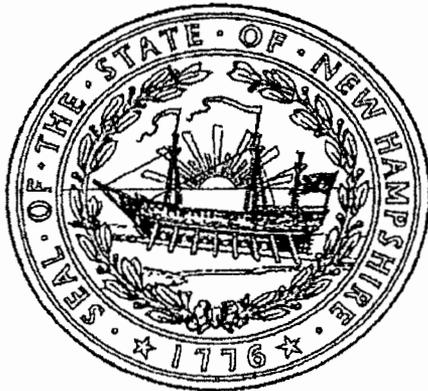
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SMART ENERGY USE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 30, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 597324



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 9th day of August A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority

I, Charles Prausa, hereby certify that I am the sole member of smart energy use, LLC and have been the sole member since 2008.

I certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification and evidence that I have full authority to bind the LLC.

Signed: 

Date: 1-16-18

State of New Hampshire, County of Belknap.

On this date, the undersigned officer, personally appeared Charles Prausa known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

County of Merrimack, ss.
State of New Hampshire
On this 16th day of January, 2018
Charles Prausa,
known to me or proven to be the instrument subscriber,
personally appeared before me and acknowledged that
he/she executed the foregoing instrument.
Brooke LaRochelle, Notary Public



Charles Prausa

chuck@gosmartenergyuse.com

Objective

To provide high quality up to date training to new and experienced energy auditors.

Education

- University of Idaho, Moscow, Idaho
- B.S. 1973 M.F. 1975
- Forestry
- State of Maine - Energy Auditor Training and Certification.
- Building Performance Inst. (BPI)
- Numerous continuing education courses and conferences.

Experience

1975-2007

District Ranger and Resource Staff Officer positions – USDA Forest Service – Utah, Missouri, Michigan, Wisconsin, Idaho, Montana, and New Hampshire

- Served in 9 different positions over the course of this career with administrative responsibilities for work force and land management.
- Served as wildland firefighter in numerous positions including Incident commander and Incident Training officer.
- In all positions, my duties included developing training plans for employees directly under my supervision and for developing and presenting specific training courses on a variety of subjects. At times, I travelled across the country presenting different courses as a member of a training team.
- Responsible for directly and indirectly supervising up to 150 people on some units.
- Served as Acting Forest Supervisor on several occasions with the responsibility of managing 2 different National Forests.
- Served as the Research coordinator on 2 National Forests.

2008 – present

Owner – Smart Energy Use, LLC – Meredith, NH

- Performed energy audits and quality control inspections on more 1000 homes, multifamily units, and commercial businesses.
- Served as a classroom instructor for BPI Building Analyst and Manufactured Housing certification.
- Served as field instructor for BPI Building Analyst certification.
- Served as field Proctor for BPI certification testing.
- Contracted by the State of New Hampshire to provide field and weatherization software training across the State.
- Served as an informal mentor to weatherization auditors and program managers.
- Provided advanced field training to energy auditors.
- Provided numerous training sessions to new energy auditors on TREAT software for modeling building energy use.
- Developed a TREAT Tips document to aid software users statewide.
- Provided field training to weatherization contractors.
- Served on review committees in developing NH weatherization standards and field guides.
- Became one of the 1st DOE Quality Control Inspectors in this State.
- Served for 5 years on the board of directors for a statewide organization of energy professionals with a primary focus of providing training for these professionals.

Awards & Acknowledgements

- Received numerous awards during the Forest Service career including the highest Regional award for the administration of a Ranger District and a National award for developing a \$2.5 million ecosystem management cooperative project with University and federal researchers.
- Received Regional acknowledgment for training efforts in fire management and diversification of the workplace.

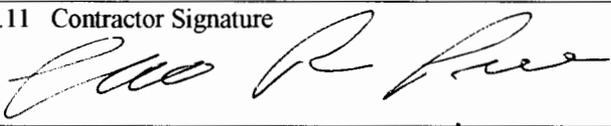
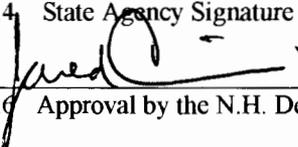
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Office of Strategic Initiatives		1.2 State Agency Address 107 Pleasant Street, Johnson Hall Concord, NH 03301	
1.3 Contractor Name Smart Energy Use, LLC		1.4 Contractor Address 62 Corliss Hill Rd, Meredith, NH 03253	
1.5 Contractor Phone Number (603) 717-4206	1.6 Account Number 01-02-02-024010-77060000- 500731 02WXNT17	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$9,500.00
1.9 Contracting Officer for State Agency Kirk Stone		1.10 State Agency Telephone Number 603-271-2155	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Charles Prausa, Principal	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>8/10/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Cassandra K Allen</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Cassandra K Allen, certified BSR/Trainer</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Jared Chicoine, Director</u> Date: <u>9/6/17</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>N/A</u> On:			
1.18 Approval by the Governor and Executive Council (if applicable) By: <u>N/A</u> On:			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

SCOPE OF SERVICES

EXHIBIT A

1. Work Tasks:

Smart Energy Use, LLC (Contractor) will be reimbursed by the New Hampshire Office of Strategic Initiatives (NHOSI) for expenses incurred while providing professional services to mentor and train New Hampshire personnel associated with the Community Action Agencies of New Hampshire and their Weatherization Assistance Programs. Tasks will include, but not be limited to, the following:

- Consultation with the NHOSI WAP Manager and with NHOSI's Quality Assurance Inspector (QAI) contractor and with NHOSI's WAP monitoring contractor to identify weatherization field practices in need of improvement or standardization, whether by individual practitioners or the entire NH WAP network.
- Design of mentoring / training events or techniques to address identified field deficiencies or opportunities for improvement.
- Delivery of the designed mentoring / training to the appropriate audiences.
- Short summary of outcomes from each delivered mentoring / training event, to be provided to the NHOSI WAP Manager.
- Presentation of a final report to the NHOSI WAP Manager, by July 15, 2018, including a compilation of mentoring / training ideas identified as potentially useful for NH weatherization practitioners but which could not be addressed within the time-frame and/or resources of this contract.

Additional activities may be added to this work scope by agreement of both parties to this contract.

2. Term of Contract:

The term of this contract shall be from July 1, 2017, through June 30, 2018, or exhaustion of budget, whichever comes first.

Should either NHOSI or Contractor wish to terminate this agreement prior to completion, the terminating party shall provide the other party with at least 30 days written notice and the agreement shall terminate on the date indicated, provided that the date is at least 10 days after the receipt of the notification. All hours worked, documented, and appropriately invoiced by Contractor shall be paid by NHOSI, provided that such work was completed in advance of the termination date.

Contractor initials: 
Date: 8/10/17

EXHIBIT B

CONTRACT PRICE, TERMS, AND METHODS OF PAYMENT

In consideration of the satisfactory performance of the services described in Exhibit A, as determined by the NH Office of Strategic Initiatives (NHOSI), NHOSI agrees to pay Contractor Smart Energy Use, LLC, an amount not to exceed \$9,500.00 (nine thousand five hundred dollars).

Contractor will bill NHOSI at a rate not to exceed \$60.00 per hour. Contractor will submit invoices documenting the number of hours worked and the total amount due. Invoices will also include receipts for other project expenses, including a travel log indicating the mileage driven.

The estimated budget for this project is the following:

10 hours of consultation with NHOSI WAP Manager @ \$60.00/hr	\$ 600.00
40 hours of preparation for mentoring / training @ \$60.00/hr	\$2,400.00
90 hours spent providing mentoring / training to target audiences, including travel time @ \$60.00/hr	\$5,400.00
Mileage: 2,056 miles @ \$.535/mile (this is the federal rate for calendar 2017; the rate may change for calendar 2018)	<u>\$1,100.00</u>
Not to exceed a total of:	\$9,500.00

Expenses will be paid by NHOSI to Contractor on a reimbursement basis, with appropriate documentation. Expense receipts and travel logs must be submitted for reimbursement after the expense has been incurred. One or multiple invoices may be submitted over the course of the contract period, but no more frequently than monthly. NHOSI will provide payment within 30 days of receipt of an approved invoice from Contractor.

Contractor initials:
Date: 8/16/17

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions to this contract.

Contractor initials: CP
Date: 8/10/17

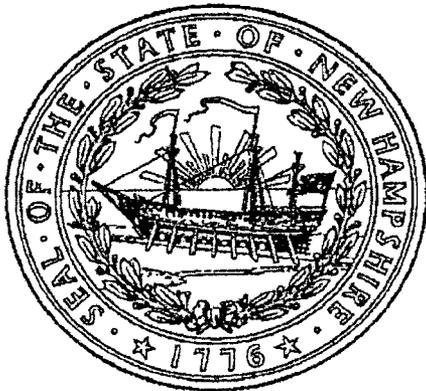
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SMART ENERGY USE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 30, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 597324



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of August A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority

I, Charles Prausa, hereby certify that I am the sole member of smart energy use, LLC and have been the sole member since 2008.

I certify that I am authorized to bind the LLC.

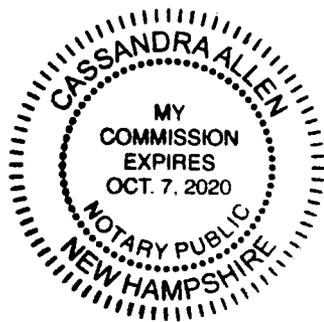
I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification and evidence that I have full authority to bind the LLC.

Signed: 

Date: 8/10/17

State of New Hampshire, County of Belknap.

On this date, the undersigned officer, personally appeared Charles Prausa known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Cassandra R Allen
Cassandra Allen 8/10/17
Belknap County

