



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL
DIVISION OF CLIMATE, COASTAL, & ENERGY

ENERGY POLICY & PROGRAMS

100 W. WATER STREET, SUITE 5A
DOVER, DELAWARE 19904

PHONE: (302) 735-3480

MEMORANDUM

TO: Shawn M. Garvin, Secretary Redacted - Original on File

THRU: Lisa Borin Ogden, Deputy Secretary

THRU: Andrea Kreiner, Division Director

FROM: Rob Underwood, Energy Administrator *Rob 4-24-19*

DATE: April 23, 2019

SUBJECT: Second Amendment to the Contractual Services for the Weatherization Assistance Program (WAP) with Optimal Energy, Inc., through State Contract No. NAT18001-WAP_MONITOR

On March 26, 2018, DNREC entered into a three-year contractual agreement with Optimal Energy, Inc., to provide technical monitoring of the WAP homes through a single person to act as the Delaware WAP State Program Monitor. The terms of the contract amendment are contained in Amendment 1. For your reference, Attachment 2 contains the First Amendment.

If you have any questions or need additional information, please contact Cheryl Gmuer, Weatherization Program Manager, at 302-735-3361.

Attachment 1: Scope and Budget Amendment for DE NAT18001-WAP Monitor

Attachment 2: First Amendment of the Professional Services Agreement with Optimal Energy, Inc.



STATE OF DELAWARE
**DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL**
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

Office of the
Secretary

Phone: (302) 739-9000
Fax: (302) 739-6242

SECOND AMENDMENT TO CONTRACT

THIS SECOND AMENDMENT TO CONTRACT (the "Second Amendment"), is made by and between Optimal Energy, Inc., ("hereinafter referred to as "OEI"), with its principal offices at 10600 Route 116, Suite 3, Hinesburg, VT 05461, and the Department of Natural Resources and Environmental Control ("hereinafter referred to as "DNREC"), a State of Delaware agency with its principal place of business at 100 W. Water Street, Suite 5A, Dover, DE 19904.

WHEREAS, OEI and DNREC entered into the Agreement for Professional Services effective as of March 26, 2018 (the "Contract"); and

WHEREAS, the Contract is composed of the Agreement for Professional Services signed by the parties, Appendix A: Scope of Services and Appendix B: Proposed Budget for Weatherization Assistance Program; and

WHEREAS, the parties desire to modify certain terms and conditions of the Contract; and

WHEREAS, a First Amendment to the contract was executed on September 6, 2018, and modified certain terms and conditions of the Contract.

NOW THEREFORE, in consideration of the promises made herein, OEI and DNREC agree as follows:

1. Adjust the scope of work and technical assistance to include the Heat Pump Initiative at no additional budget modification;
2. Modify the budget to replace the amount for vehicle expenses from \$700/month to \$1150/month. This new amount covers capital expenses, fuel and maintenance, insurance, and a changeover in vehicles from the Toyota Prius to a Toyota Rav4 Hybrid. Only actual incurred vehicle costs will be billed through the monthly invoicing;
3. Inclusion of a 2% cost of living increase on all services with the exception of the new amount for the vehicle cost.

To the extent of any inconsistency between the terms and conditions of this Second Amendment and the Contract, the order of priority shall be the Second Amendment, First Amendment, and then the Contract. Except as modified by this Second and First Amendment, the Contract shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed.

Redacted - Original on File

FOR THE DEPARTMENT:
DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL

Redacted - Original on File

Witness

Name

Title: Shawn M. Garvin, Department Secretary

Date: 4-29-19

Date: 4/29/19

Redacted - Original on File

FOR THE CONTRACTOR:
OPTIMAL ENERGY INCORPORATED

Redacted - Original on File

Witness U

Name: _____

Title: Eric J. Belliveau, Partner

Date: 4/17/2019

Date: 04/17/2019

To: Rob Underwood & Cheryl Gmuer, DNREC DEC
From: Eric Belliveau and Mark Kravatz
Date: March 27, 2019
Subject: Scope and Budget Amendment for DE NAT18001-WAP Monitor

Thank you for the opportunity to present this amended scope and pricing proposal to provide Weatherization Assistance Program state monitoring services to DNREC.

Three areas that require amendment includes the following:

- Adjusting the scope of work to include the provision of technical assistance with program's Heat Pump initiative,
- Budget modification for vehicle lease and expenses, and
- Budget modification for cost of living

Heat Pump Initiative

Optimal is enthusiastic about the opportunity to support DNREC's initiative to provide WAP participants with the opportunity to install heat pumps via its partnership with the Delaware Electric Cooperative. Based on your request, Optimal is happy to adjust our original scope of work and add our technical assistance (approximately 40 hours) to ensure the initiative's success with no additional budget modification.

Vehicle Expenses

Based on our experience from the first year, we underestimated our month vehicle expenses. We request a vehicle expenses budget modification to \$1150 per month. This includes the capital expenses, fuel and maintenance, and insurance, and a changeover in vehicles from the Prius to a hybrid Rav4. As per our agreement, only actual incurred costs will be included on our monthly invoice.

Cost of Living

As described in our original signed contract¹, the budget may be amended for cost of living. Based on federal estimates, Optimal requests a cost of living increase of 2% for year two of this contract.

The revised total proposed monthly budget during 2019 is therefore \$15,201, including the ACA Safe Harbor Fee described in our original proposal. Costs for a partial month will be pro-rated. If you have any questions regarding this proposal, please feel free to call me at 802-482-5606.

Thank you, Eric

¹ Page 1, paragraph 2 states: "This agreement is a three-year term contract with two one-year options to extend the contract. The first year of the contract will not exceed \$173,700; with anticipated cost of living increases in year two and three."

	Monthly Hours					
Staff	Mark Kravatz	Mathew Himmelein				
Role/ Function	Senior Consultant	Program Monitor	Monthly Hours	Monthly Labor Cost	Monthly Vehicle Cost	Total Monthly Cost
Rate	\$209	\$70				
Program Monitor		168	168	\$ 11,800		\$ 11,800
Administrative	5.25		5.25	\$ 1,100		\$ 1,100
ACA Safe Harbor Fee			173.25	\$ 875		\$ 875
Sub Total					\$ 13,775	
Year 2 Cost of Living Adjustment @ 2%					\$ 276	
Sub Total					\$ 276	
Vehicle Lease and					\$ 1,150	\$ 1,150
Sub Total					\$ 1,150	
Total Monthly Budget					\$ 15,201	

Attachment 2
for reference



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL
DIVISION OF CLIMATE, COASTAL, & ENERGY

ENERGY POLICY & PROGRAMS

100 W. WATER STREET, SUITE 5A
DOVER, DELAWARE 19904

PHONE: (302) 735-3480

MEMORANDUM

TO: Shawn M. Garvin, Secretary

THRU: Robert J. Zimmerman, Chief Operating Officer

THRU: Andrea Kreiner, Division Director *302-22-18*

FROM: Rob Underwood, Energy Administrator *Rob 8-21-18*

DATE: August 21, 2018

RE: First Amendment to the Contractual Services for the Weatherization Assistance Program (WAP) with Optimal Energy Incorporated, through State Contract No. NAT18001-WAP_MONITOR

On March 26, 2018, DNREC entered into a three-year contractual agreement with Optimal Energy Incorporated to provide technical monitoring of the WAP homes through a single person to act as the Delaware WAP State Program Monitor. In the original contract under the Scope of Work, Appendix A, it detailed the required schedule of the work week and location of the duty station for the State Program Monitor. This first amendment to the contract will provide more flexibility of the weekly work schedule and duty location. A copy of the original contract is attached for reference.

If you have any questions or need additional information, please contact me: Cheryl Gmuer 735-3361.

Attachment: Original Professional Services Agreement with Optimal Energy, Inc.



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL
DIVISION OF CLIMATE, COASTAL, & ENERGY

ENERGY POLICY & PROGRAMS

100 W. WATER STREET, SUITE 5A
DOVER, DELAWARE 19904

PHONE: (302) 735-3480

FIRST AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
CONTRACT BETWEEN
DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
DIVISION OF CLIMATE, COASTAL, & ENERGY
AND
OPTIMAL ENERGY, INCORPORATED

This is the **First Amendment to the DNREC Weatherization Assistance Program** contract, that is made and entered into between the State of Delaware Department of Natural Resources and Environmental Control (the Department), **Division of Climate, Coastal, & Energy** (the Division), and **Optimal Energy, Inc.** (the Contractor), **for the purposes of amending the contract by changing the language to relax the requirements for the work location and work schedule.**

WHEREAS, the parties are desirous of amending the **CONTRACT**.

NOW THEREFORE, in consideration for the mutual covenant contained herein, the parties do hereby agree to make the change as follows:

Page #	Location on Page	Line #	Current Wording
A-3	4 th Para.	Item a.	The State Program Monitor must be available for duty for a 40 hour work week and report for duty at the DNREC office located at 100 W. Water Street, Dover, Delaware. The 40 hour work week is comprised of 5 days at 7.5 hours per day and a daily half hour lunch. The half hour lunch is required to be taken during the work day; leaving early is not an option. The 7.5 hours plus lunch must be during the core work hours with a report time between 7:00am to 9:00am.

CHANGE:

The State Program Monitor must be available for duty for **an 80 hour work schedule every two weeks** and report for duty at an **approved DNREC work site**. The 40 hour work week is **a schedule that must be approved by DNREC in advance of any changes and each day must contain a half hour for lunch**.

The half hour lunch is required to be taken during the work day; leaving early is not an option. **The employee's work day must commence between 7:00am to 9:00am.**

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed.

Redacted - Original on File

Witness

Date:

9/6/2018

FOR THE DEPARTMENT:

DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL

Redacted - Original on File

Name: 

Title: Shawn M. Garvin, Department Secretary

Date:

 9/6/2018

Redacted - Original on File

Witness

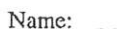
Date:

8/20/2018

FOR THE CONTRACTOR:

OPTIMAL ENERGY INCORPORATED

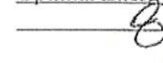
Redacted - Original on File

Name: 

Title: Eric J. Belliveau, Partner,

Optimal Energy, Inc.

Date:

 8/20/18