

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | CONTRACT ID CODE | PAGE OF PAGES

2 AMENDMENT/MODIFICATION NO: 005 | 3 EFFECTIVE DATE: See Block 16C | 4 REQUISITION/PURCHASE REQ NO: 11EM002446 | 5 PROJECT NO (if applicable): | 6 ISSUED BY CODE: 00901 | 7 ADMINISTERED BY (if other than item 6) CODE: 00901

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

Savannah River Operations
U.S. Department of Energy
Savannah River Operations
P.O. Box A
Aiken SC 29802

8 NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code)
AMERESCO FEDERAL SOLUTIONS, INC.
Attn: KEITH A. DERRINGTON
1820 MIDPARK ROAD
SUITE C
KNOXVILLE TN 379215955

(x) 9A AMENDMENT OF SOLICITATION NO
9B DATED (SEE ITEM 11)
10A MODIFICATION OF CONTRACT/ORDER NO
DE-AM36-02NT41457
DE-AT09-09SR22572
10B DATED (SEE ITEM 13)
11/30/2009

CODE 196975957 | FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) by completing items 8 and 15, and returning copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)
No change in accounting and appropriation data.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement Between Both Parties
D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. x is required to sign this document and return 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
Tax ID Number: 62-1376739
DUNS Number: 196975957

A. Modification B005 is hereby bilaterally issued for the purpose of inserting language into Delivery Order DE-AC09-09SR22572 to document the Ameresco proposed, and Government accepted, changes to the electrical interconnection point for the power feeder from the biomass cogeneration facility. The electrical interconnection is primarily addressed in Section 1.2.3 - ECM Interface with Government Equipment, paragraph titled "Electrical System", on page 24 of, Attachment #1 - Ameresco Revised Final Proposal, dated 11 May 2009.

(1) The following language is added as paragraph C.2.3(c)(1) on p.2 of the Delivery Order
Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A as hereinafter changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print): KEITH DERRINGTON, EXEC. V.P.
15B CONTRACTOR/OFFEROR: [Signature]
15C DATE SIGNED: 14 Jul 2011
16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Robert S. Hamlett
16B UNITED STATES OF AMERICA: [Signature]
16C DATE SIGNED: 07/15/2011

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DE-AM36-02NT41457/DE-AT09-09SR22572/005

PAGE OF
 2 3

NAME OF OFFEROR OR CONTRACTOR
 AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DE-AC09-09SR22572, under the new subheading entitled "Electrical System":</p> <p>Notwithstanding all references to an electrical interconnection to the 251-F Substation, the electrical feeder from the Biomass Cogeneration Facility will interconnect to 251-4F (Station 23) in F-Area. In accordance with the terms of the Delivery Order, Ameresco shall be responsible for the cost and installation of the new 13.8 kV line including controls and protective schemes to/from substation 23 with the SRS utility distribution system. Deficiencies caused by inadequate and/or improper maintenance or operations (of those systems which Ameresco has operation and maintenance responsibilities) performed by Ameresco will be corrected by Ameresco at its expense. A description of the interconnection, operational plan, and roles/responsibilities is as follows: Power generated from the Biomass Cogeneration Facility shall be delivered to Station 23 at 13.8 kV through a new electrical feeder. The electrical feeder from the Biomass Cogeneration Facility will be approximately 6,900 feet in length and will be routed in a combination of overhead pole mounted transmission lines and underground duct banks (where required in F-Area) to avoid conflicts with existing utility power lines. The electrical feeder shall connect to existing spare breaker 2-8 in Station 23. The scope of work shall include the addition of a new differential line protection relay and monitoring equipment in Station 23 to monitor breaker status. Existing auxiliary contacts shall be used at multiple breaker locations to communicate status of several breaker positions as a means to determine continuity of connection to a utility transmission source. The electrical feeder shall be used to supply power to the Biomass Cogeneration Facility when the onsite generation equipment is not active. When power generation is operating at the Biomass Cogeneration Facility, the same lines will be used to inject power into Station 23 and the Site utility grid. The electrical system shall be designed to operate in both directions utilizing relay protections and breaker position indicators. The operation of the electrical system shall be described in a DOE approved Operations Plan detailing the necessary switching</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DE-AM36-02NT41457/DE-AT09-09SR22572/005

PAGE OF
 3 3

NAME OF OFFEROR OR CONTRACTOR
 AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and relay protections. Ameresco will serve as the operator and maintenance provider for the Biomass Cogeneration Facility and will coordinate with SCE&G to provide power to the electrical feeder and Station 23. Ameresco may consume power energy from Station 23, which will be metered at the Biomass Cogeneration Facility for Ameresco's use. DOE-EM will serve as the owner of all equipment to include the Biomass Cogeneration Facility, the electrical feeder and Station 23. SCE&G will serve as the operator and maintenance provider for Station 23 per a DOE-EM site contract. NNSA will be the consumer of the power though Station 23 and the Site utility grid. SRNS will provide operations and maintenance of the 13.8 kV electrical feeders from the line side of breaker "52U" located in switchgear "HVS" at the Biomass Cogeneration Facility to the line side of breaker "2-8" in Station 23.</p> <p>(2) The additional language is mutually agreed to by both parties. Furthermore, Ameresco agrees that this modification is a no cost change to the Delivery Order terms. In consideration of the modification agreed to herein, the Contractor hereby releases the Government from any claims and/or liabilities for the scope as described within this modification.</p> <p>B. All other terms and conditions of the Delivery Order remain unchanged. Period of Performance: 05/15/2009 to 04/01/2031</p>				